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FRANCHISE DISCLOSURE DOCUMENT

PIZZA HUT, LLC
A Delaware Limited Liability Company
7100 Corporate Drive
Plano, Texas 75024-4100
972-338-7700
www.pizzahutfranchise.com

The franchise is for a business that operates Pizza Hut restaurants offering primarily pizza, pasta and other Italian-style food items and WingStreet chicken products and side dishes (a "System Restaurant" or "Restaurant").

The total investment necessary to begin operation of a new Restaurant ranges from: (i) $777,000 to $2,053,500 for a Restaurant Based Delivery Restaurant or Delivery Based Restaurant; (ii) $624,000 to $1,278,500 for a Fast Casual Delco Restaurant; (iii) $647,000 to $1,205,300 for a Freestanding "Delco" Delivery/Carryout Restaurant; and (iv) $462,000 to $791,300 for an Inline/Endcap "Delco" Delivery/Carryout Restaurant, in each case excluding real property and including $25,000 that must be paid to us or our affiliates. This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no government agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact the PHLLC Legal Department at 7100 Corporate Drive, Plano, Texas 75024-4100 at 972-338-7700.

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this disclosure document is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Issuance date: March 25, 2025

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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 H-1 and H-2.
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 I 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 Pizza Hut 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 Pizza Hut franchisee?	Item 20 or Exhibits H-1 and H-2 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.

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What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

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Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution**. The location franchise agreement requires you to resolve disputes with the franchisor by mediation only in Plano, Texas or by litigation only in Collin County, Texas (or the city or county where our principal place of business is then located). Out-of-state litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate and/or litigate with the franchisor in Collin County, Texas (or where we then have our principal place of business) than in your own state.

2. **Territory**. You will not be granted any exclusive territory.

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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MICHIGAN NOTICE

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 against you joining an association of franchisees.

(b) A requirement that you assent to a release, assignment, novation, waiver, or estoppel which would deprive you of rights and protections provided under the Michigan Franchise Investment Law. This does not preclude you, after entering into a franchise agreement, from settling any and all claims.

(c) A provision that permits us to terminate your franchise prior to the expiration of its term except for good cause. Good cause includes your failure 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 us to refuse to renew your franchise without fairly compensating you by repurchase or other means, for the fair market value at the time of expiration, of your inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to us and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This provision applies only if:

(i) The term of the franchise is less than five years; and

(ii) You are prohibited by the Franchise Agreement 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 if you do not receive at least six months advance notice of our intent not to renew the franchise.

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

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

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

(i) The failure of the proposed transferee to meet our then-current reasonable qualifications or standards.

(ii) The fact that the proposed transferee is a competitor of ours.

(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 us or to cure any default in the Franchise Agreement existing at the time of the proposed transfer.

(h) A provision that requires you to resell to us items that are not uniquely identified with the franchisor. This does not prohibit a provision that grants us 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

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to purchase those assets, nor does it prohibit a provision that grants us the right to acquire the assets of a franchise for the market or appraised value of such assets if you have breached the lawful provisions of the Franchise Agreement and have failed to cure the breach in the manner provided in (c), above.

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

The fact that there is a notice of this offering on file with the Attorney General does not constitute approval, recommendation, or endorsement by the Attorney General.

Any questions concerning this notice should be directed to the Michigan Department of Attorney General, Consumer Protection Division, Franchise Unit, 525 W. Ottawa Street, G. Mennen Williams Building, 1st Floor, Lansing, Michigan 48913; 517-373-7117.

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EXHIBITS

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ITEM 1

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

The Franchisor and its Parents and Predecessors

The franchisor is Pizza Hut, LLC, a Delaware limited liability company ("PHLLC", "we", "us", or "our"). "You" means the corporation, limited liability company, partnership or other entity that buys the franchise, as well as the entity's owners, as applicable.

PHLLC conducts business under the name "Pizza Hut." Its principal address is 7100 Corporate Drive, Plano, Texas 75024. The identity and principal business addresses of its agents for service of process in the franchise registration states are listed in Exhibit B.

PHLLC's predecessor is Pizza Hut, Inc. ("PHI"). References to "we", "us" or "our" may include our predecessor. PHI was originally incorporated as "Pizza Hut of San Diego, Inc." in 1967 and changed its name on September 25, 1997. PHI offered and sold franchises in the United States until on or about May 20, 2016, when PHI merged into PHLLC. Following the merger, PHLLC became the franchisor of Pizza Hut restaurants in the United States and acquired all domestic Pizza Hut franchise, license, and development agreements and substantially all of PHI's assets, including its intellectual property.

PHLLC's direct parent company is Pizza Hut Guarantor, LLC ("PH Guarantor"), a Delaware limited liability company formed on November 30, 2016. PHLLC's indirect parent company is Pizza Hut Holdings, LLC ("PH Holdings"), a Delaware limited liability company formed on March 30, 2016. The principal address of PH Guarantor and PH Holdings is 7100 Corporate Drive, Plano, Texas 75024.

PHLLC's ultimate parent is YUM! Brands, Inc. ("YUM"). YUM's offices are located at 1441 Gardiner Lane, Louisville, Kentucky 40213.

We and certain current and former affiliates have operated Pizza Hut Restaurants in the United States since 1958 and have offered franchises for Pizza Hut Restaurants in the United States since 1959; during the past 10 years, we have not directly offered franchises in any other line of business. Except for PHI's former parent ("Old PHI"), whose assets were acquired by PHI in 1997, none of our affiliates have offered franchises to operate Pizza Hut Restaurants in the United States. Company-owned Delivery and Delco System Restaurants have been operated, and franchisees have been allowed to engage in pizza delivery, since 1984. Company-owned Delivery Based Restaurants/Fast Casual Delco Restaurants have been operated since 2016 and franchises for those Restaurants have been offered since 2015.

PHLLC's Affiliates

The following PHLLC affiliates either offer franchises within the United States or provide products or services to PHLLC's franchisees and licensees located in the United States.

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Name / Address	Product / Services Provided to Pizza Hut Franchisees	Conduct of Pizza Hut Business	Offer of Pizza Hut Franchises	Offer of Other Franchises
YUM Restaurant Services Group, LLC ("YRSG") 1441 Gardiner Lane Louisville, KY 40213	Provides electronic communications systems (E-Systems) to PHLLC franchisees, including internet, intranet and email.	YRSG has never operated Pizza Hut Restaurants.	YRSG has never offered franchises for Pizza Hut Restaurants.	YRSG has never offered franchises in any other line of business.
YUM Connect, LLC ("Yum Connect") 1441 Gardiner Lane Louisville, KY 40213 Pizza Hut Digital Ventures UK Ltd. ("PH Digital") Part Ground Floor Great Suffolk Yard, 129-131 Great Suffolk Street, London, United Kingdom, SE1 1PP	Provide mobile applications used by PHLLC franchisees to track performance and improve service quality for System Restaurants.	Neither YUM Connect nor PH Digital have ever operated Pizza Hut Restaurants.	Neither YUM Connect nor PH Digital have ever offered franchises for Pizza Hut Restaurants.	Neither YUM Connect nor PH Digital have ever offered franchises in any other line of business.
Dragontail Systems Ltd. ("Dragontail") 7 Metzada St., Bnei-Brek Israel 5126112	Provides optional, but highly encouraged, back-of-house (BOH) and kitchen management (KMX) services to PHLLC franchisees.	Dragontail has never operated Pizza Hut Restaurants.	Dragontail has never offered franchises for Pizza Hut Restaurants.	Dragontail has never offered franchises in any other line of business.

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Name / Address	Product / Services Provided to Pizza Hut Franchisees	Conduct of Pizza Hut Business	Offer of Pizza Hut Franchises	Offer of Other Franchises
Pizza Hut Connect, LLC 7100 Corporate Drive Plano, TX 75024 The following three entities are subsidiaries of Pizza Hut Connect LLC: QuikOrder, LLC (formerly known as QuikOrder, Inc.) 7100 Corporate Drive Plano, TX 75024 IPDEV Co., LLC (formerly known as IPDEV Co.) 7100 Corporate Drive Plano, TX 75024 National Systems, LLC (formerly known as National Systems Corporation) 7100 Corporate Drive Plano, TX 75024	Provides certain digital and technology products and services to PHLLC and PHLLC's franchisees, including in-restaurant technology software and internet ordering from System Restaurants.	Pizza Hut Connect has never operated Pizza Hut Restaurants.	Pizza Hut Connect has never offered franchises for Pizza Hut Restaurants.	Pizza Hut Connect has never offered franchises in any other line of business.
PH Digico LLC ("Digico") 7100 Corporate Drive Plano, TX 75024	Provides digital and e-commerce services to System Restaurants.	Digico has never operated Pizza Hut Restaurants.	Digico has never offered franchises for Pizza Hut Restaurants.	Digico has never offered franchises in any other line of business.
Pizza Hut of America, LLC ("PHALLC") 7100 Corporate Drive Plano, TX 75024	Leases real estate for some System Restaurants to franchisees.	PHALLC operates our company-owned Pizza Hut Restaurants.	PHALLC has never offered franchises for Pizza Hut Restaurants.	PHALLC has never offered franchises in any other line of business.

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Name / Address	Product / Services Provided to Pizza Hut Franchisees	Conduct of Pizza Hut Business	Offer of Pizza Hut Franchises	Offer of Other Franchises
KFC US, LLC (and affiliates and subsidiaries) ("KFCLLC") 1900 Colonel Sanders Lane Louisville, KY 40213	Not applicable	KFCLLC has never operated Pizza Hut Restaurants except in connection with KFC/Pizza Hut multi-brand concepts.	KFCLLC has never offered franchises for Pizza Hut Restaurants.	Since 1952 KFCLLC and its predecessors and affiliates have operated and offered franchises or licenses for KFC restaurants, which specialize in quick-service chicken with side dishes. As of December 30, 2024, KFCLLC and its affiliates operated 80 traditional KFC restaurants, 246 franchisees operated 3,558 traditional restaurants, and 19 licensees operated 28 non-traditional restaurants.(1)
Taco Bell Franchisor, LLC (and affiliates and subsidiaries) ("TBLLC") 1 Glen Bell Way Irvine, CA 92618	Not applicable	TBLLC has never operated Pizza Hut Restaurants except in connection with Taco Bell/Pizza Hut multi-brand concepts.	TBLLC has never offered franchises for Pizza Hut Restaurants.	Since 1964 TBLLC and its predecessors and affiliates have operated and offered franchises or licenses for Taco Bell restaurants, offering Mexican-style food for take-out and on-premises seating. As of December 31,, 2024, TBLLC operated approximately 498 traditional Taco Bell restaurants and 14 non-traditional restaurants. A total of approximately 7,349 traditional restaurants and 224 express restaurants were operated by approximately 233 franchisees and 99 licensees.(1)

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Name / Address	Product / Services Provided to Pizza Hut Franchisees	Conduct of Pizza Hut Business	Offer of Pizza Hut Franchises	Offer of Other Franchises
HBG Franchise, LLC ("HBG") 1 Glen Bell Way Irvine, CA 92618	Not applicable	HBG has never operated Pizza Hut Restaurants.	HBG has never offered franchises for Pizza Hut Restaurants.	HBG began offering franchises for Habit Burger restaurants in 2013. HBG franchises, and through its affiliates, operates, "Habit Burger Grill" restaurants offering made-to-order chargrilled burgers, sandwiches and more for take-out and on premises seating. As of December 31,, 2024, there were 316 company-owned The Habit Burger Grill restaurants in the United States. A total of 52 traditional restaurants were operated by 8 franchisees and 9 non-traditional restaurants were operated by 7 licensees. (1)

(1) The number of restaurants that an affiliate operates or franchises includes multi-brand restaurants at which more than one brand is operated.

We also have a number of affiliates that offer franchises, including Pizza Hut franchises, in foreign countries, as well as affiliates that provide certain products and services to franchisees who are located and do business in these foreign countries. Unless otherwise stated, the information in this disclosure document does not include the international operations or franchising of Pizza Hut franchises.

Pizza Hut Brand Transformation

In or about May 2017, YUM agreed to make a material investment in the Pizza Hut brand to upgrade restaurant equipment, accelerate improvements in restaurant technology, enhance digital and ecommerce capabilities, and boost advertising dollars ("Pizza Hut Brand Transformation"). A key component of the Pizza Hut Brand Transformation is an aggressive investment in a digital delivery-centric strategy. As part of the Pizza Hut Brand Transformation, (a) then-existing Pizza Hut franchisees agreed to an operational transformation, requiring a heightened focus on delivery speed, pizza temperature, customer experience, and operations capability, and (b) PHLLC updated many of the terms and conditions of its standard form of Location Franchise Agreement.

On December 27, 2022, I.P.H.F.H.A. Inc., PHLLC, and other related parties entered into a holistic Technology Framework Agreement ("Tech Framework Agreement"), which outlines a comprehensive technology funding strategy for the years 2023-2026. The funding strategy outlined in the Tech Framework Agreement is intended to accelerate critical digital and technology advancement and innovation in and for the Pizza Hut System.

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PHLLC's Business and the Franchise Offered

We offer franchises for System Restaurants that use a proprietary opening and operating system, including Brand Standards which we may modify, add to, or delete from (the "System"). The "Brand Standards" contain standards, specifications, procedures and requirements for operating System Restaurants, including without limitation, as relates to special recipes, seasonings, and menu items; distinctive design, decor, color scheme, and furnishings; standards, specifications, and procedures for operations; digital innovation, customer facing e-commerce, and computer technology systems; procedures for quality control; training and assistance programs; and advertising and promotional programs.

System Restaurants offer and sell high-quality pizza and related products and services approved by us ("Approved Products") and are identified by the mark "Pizza Hut" and other trademarks, service marks, slogans, logos, and emblems that we designate for use.

We currently offer franchises for three types of System Restaurant Concepts: (a) Restaurant-Based Delivery ("RBD") Restaurants; (b) Delivery/Carryout ("Delco") Restaurants; and (c) Delivery Based Restaurants ("DBR")/Fast Casual Delco ("FCD") Restaurants. RBD, DBR and FCD Restaurants all offer dine-in, carryout and delivery. Delco Restaurants offer only carryout and delivery. The RBD Restaurant is Pizza Hut's traditional dine-in format with delivery added. The DBR and FCD Restaurants are newer formats, with back of the house operations designed for delivery and carryout but also offering limited seating for dine-in consumption. The DBR Restaurant is a large-format, dine-in, delivery, and carryout unit with more than 50 seats; it may be freestanding, end-cap, or in-line with our specific approval. The FCD Restaurant is a small-format, delivery and carryout unit, with less than 50 seats; it may be freestanding, end-cap, or in-line with our specific approval. All new franchised Restaurants must incorporate the WingStreet product line ("WingStreet"). We and our affiliates previously operated and offered franchises for Red Roof Restaurants. We no longer generally offer franchises for Red Roof Restaurants.

If you purchase a franchise, you will enter into a Location Franchise Agreement (Exhibit C-1) for the right to operate one or more System Restaurants at specified approved locations ("Location"). Approved delivery areas for each Restaurant ("Delivery Area") will be described in or be determined in accordance with the Location Franchise Agreement.

Since 1989, we have granted licenses to third parties to sell Pizza Hut pizza from kiosks, concession stands, and other non-traditional facilities. We do not directly operate any non-traditional sites, but our affiliates have in the past operated a limited number of non-traditional sites (primarily concession stands). We distinguish between our "franchisees" who are granted rights to operate RBD, Delco and DBR/FCD System Restaurants under the franchising program described in this disclosure document, and our "licensees" who are granted rights to sell Pizza Hut pizza and related products at non-traditional locations under the Pizza Hut Express licensing program offered under a separate disclosure document. Company-owned Pizza Hut Express restaurants have been operated since 1987. This disclosure document does not describe the Pizza Hut Express licensing program.

Competition and Regulation

System Restaurants compete with a wide variety of national and local businesses, including other national and local pizza parlors, pizza delivery businesses, fried chicken wing businesses, other quick service restaurants, and (in a broad sense) all restaurant businesses. Competition in the restaurant business is generally intense.

A variety of regulations, laws, and ordinances govern the operation of a restaurant business. Examples include laws relating to the sale of alcoholic beverages, health and sanitation codes, driver regulations; state and local codes and ordinances covering the discharge of waste and

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emissions; laws, rules, and regulations concerning "Truth in Menu" (concerning menu item names and product labeling); laws, rules, and regulations concerning "Menu Labeling" (requiring nutritional information on menus, menu boards, and products); laws, rules, and regulations concerning nutritional claims; and the Americans with Disabilities Act ("ADA"). There may be other laws applicable to your Restaurant, and we urge you to make further inquiries about these laws. You must comply with all local, state, and federal laws and regulations in the operation of your Restaurant and its Restaurants. In addition, the laws, rules, and regulations which apply to businesses in general will affect you. Consult your lawyer about all these laws, rules, and regulations.

ITEM 2

BUSINESS EXPERIENCE

Chief Executive Officer: Aaron Powell

Mr. Powell is based in Plano, Texas and was appointed as Chief Executive Officer of PHLLC in September 2021. Mr. Powell previously served as the President of the APAC Division of Kimberly-Clark from March 2020 to September 2021 and was based in Singapore.

President: Juan Carlos Loredo

Mr. Loredo is based in Plano, Texas and was appointed as President of PHLLC in June 2024. Mr. Loredo previously served as the Global Chief Marketing Officer of Wendy's from March 2023 to May 2024, and its US Chief Marketing Officer from June 2019 to March 2023, and was based in Dublin, Ohio.

Chief Financial Officer: Teresa Hegdahl

Ms. Hegdahl is based in Plano, Texas and was appointed as Chief Financial Officer of PHLLC in October 2024. Previously, Ms. Hegdahl served as the VP of Pizza Hut Global Operations and Digital & Technology Strategy from March 2023 to October 2024 in Plano, Texas. Prior to joining Pizza Hut, Ms. Hegdahl served as the VP of Strategy for Jack in the Box from April 2022 to March 2023, in San Diego, California. From January 2022 to April 2022, Ms. Hegdahl served as Head of Strategic Growth for Sellen Construction in Seattle, Washington. From April 2013 to December 2021, Ms. Hegdahl served in Corporate Development, Strategy, Marketing and Operations roles at Starbucks Corporation in Seattle, Washington.

Chief Operating Officer: TJ Wolfersberger

Mr. Wolfersberger is based in Plano, Texas and was appointed as Chief Operating Officer of PHLLC in July 2024. From May 2024 to July 2024, he served as Senior Vice President of Gregory's Coffee, in New York, New York. Prior to that, he was employed by Starbucks as its Regional Vice President in Seattle, Washington from August 2023 to May 2024, and its Regional Director in Washington, DC from July 2016 to July 2023.

Chief Marketing Officer: Melissa Friebe

Ms. Friebe is based in Plano, Texas and was appointed as Chief Marketing Officer of PHLLC in June 2024. Prior to that, Ms. Friebe was employed by Taco Bell and served as its Chief Product Marketing & Insights Officer from May 2023 to May 2024, as its Chief Marketing Strategy Officer

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from September 2021 to April 2023, and as its VP & SVP, Brand Marketing & Insights Lab from December 2016 to August 2021, in Irvine, California.

Chief Legal Officer: Savannah Franklin

Ms. Franklin is based in Plano, Texas and was appointed as Chief Legal Officer of PHLLC in October 2022. In addition to her role as Chief Legal Officer, Ms. Franklin also served as interim Chief Development Officer of PHLLC from May 2023 to November 2024. Prior to that, Ms. Franklin served as the General Counsel of PHLLC from November 2021 to October 2022, as a Senior Director of Legal of PHLLC from January 2021 to November 2021, and as Director of Legal for PHLLC from December 2017 to January 2021.

Chief Development Officer: Marco Moretto

Mr. Moretto is based in Plano, Texas and was appointed as PHLLC's Chief Development Officer in November 2024. Previously, Mr. Moretto was the Regional General Manager Europe for Pizza Hut Global Franchised Market from February 2023 to November 2024, in London, United Kingdom. From June 2021 to February 2023, Mr. Moretto was the Chief Development Officer for Pizza Hut UK & Europe, in London, United Kingdom. From January 2017 to June 2021, Mr. Moretto was the Chief Development Officer and Chief Financial Officer for Pizza Hut Canada in Toronto, Canada.

Director, Franchise Development: Shaun Smith

Ms. Smith is based in Plano, Texas and was appointed as PHLLC's Director of Franchise Development in December 2022. Ms. Smith served as Director, Portfolio Mgmt / M&A at Inspire Brands from December 2020 to December 2022, in Atlanta, Georgia. From July 2007 to December 2020, Ms. Smith served as Director, Franchise Development at Dunkin Brands, in Canton, Massachusetts.

Director, Franchise Finance: Hunter Wade

Mr. Wade is based in Plano, Texas and was appointed as PHLLC's Director, Franchise Finance in February 2025. Prior to that, he served as PHLLC's Senior Manager Development from February 2024 to February 2025 in Plano, Texas. Mr. Wade served as Pizza Hut Canada's Development Portfolio Manager from December 2022 to February 2024, and as its Development Manager from October 2021 to December 2022, in Toronto, Canada. Prior to that, Mr. Wade served as Associate Development Manager for Pizza Hut Global from February 2020 to October 2021 in Plano, Texas.

Director, Legal: Katie Dinett

Ms. Dinett is based in Plano, Texas and was appointed as Director of Legal of PHLLC in March 2023. Previously, Ms. Dinett was an Associate and then Counsel at Akin Gump Strauss Hauer & Feld LLP from October 2014 to March 2023, in Dallas, Texas.

Director, Legal: Abby Bochenek

Ms. Bochenek is based in Plano, Texas and was appointed as Director of Legal of PHLLC in November 2024. Previously, Ms. Bochenek was employed by Littler Mendelson, PC as Associate from April 2016 to December 2023 and of Counsel from January 2024 to November 2024. As a

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Littler Mendelson, P.C. employee, Ms. Bochenek was based in Chicago, Illinois from April 2016 to September 2020 before transferring to the firm's Dallas, Texas office where she worked from September 2020 to November 2024.

ITEM 3

LITIGATION

EYM Pizza of Georgia, LLC et al. v. Pizza Hut, LLC, filed as Cause No. DC-24-03395, in the 14th Judicial District Court in Dallas County, Texas and removed to the United States District Court for the Northern District of Texas as Civil Action No. 3:24-cv-646. On March 4, 2024, plaintiffs EYM Pizza of Georgia, LLC, EYM Pizza of Illinois, LLC, EYM Pizza of Indiana, LLC, EYM Pizza of SC, LLC, and EYM Pizza of Wisconsin, LLC (collectively, "EYM"), former franchisees of PHLLC, filed this action against PHLLC. EYM's claims included the following: breach of the parties' forbearance agreement; tortious interference with contracts and prospective business relations; and breach of fiduciary duty. Plaintiffs sought actual, economic, non-economic, and exemplary damages; attorneys' fees and costs; pre-judgment and post-judgment interest, all in an amount within the jurisdictional limits of the court; and seek a temporary restraining order, temporary injunction, and permanent injunction. EYM alleged that PHLLC wrongfully terminated the forbearance agreement, interfered with the sale of its restaurants to potential purchasers, and improperly contacted EYM's bank. The state court granted a fourteen-day temporary restraining order on March 5, 2024, which was extended until March 25, 2024. PHLLC removed the dispute to federal court on March 15, 2024. On March 25, 2024, EYM filed a First Amended Complaint, adding allegations of 42 U.S.C. Section 1981 for alleged discrimination. On March 29, 2024, EYM filed a Motion for Preliminary Injunction, which the Court denied on April 1, 2024. On April 8, 2024, PHLLC filed a Motion to Dismiss EYM's First Amended Complaint, seeking dismissal of all claims and filed counterclaims against EYM and a Third Party Complaint against the guarantors for breach of contract. On April 16, 2024, the parties filed a Stipulation of Dismissal, stipulating that all claims asserted in EYM's First Amended Complaint were dismissed with prejudice.

EYM Pizza of Georgia, LLC et al. v. Pizza Hut, LLC, filed as Cause No. 24-09359 in the 101st Judicial District Court in Dallas County and removed to the United States District Court for the Northern District of Texas as Civil Action No. 3:24-cv-1677. On July 1, 2024, EYM filed a second Petition and Emergency Application for Temporary and Permanent Injunctive Relief. The EYM parties named in the above matter brought the Petition, except for EYM Pizza of Indiana, LLC. In addition to filing suit against PHLLC, EYM also individually named PHLLC's Chief Legal Officer and PHLLC's Director of Franchise Finance & Non-Traditional Development. The claims alleged are tortious interference and conspiracy. EYM alleges that PHLLC personnel improperly spoke to potential buyers and disclosed confidential information. EYM also alleges that PHLLC personnel contacted EYM's lender causing business interruption and disclosure of trade secrets. PHLLC promptly removed the case to the United States District Court for the Northern District of Texas, Civil Action No. 3:24-cv-1677. On July 16, 2024, EYM filed a Motion for Temporary Restraining Order, which the Court denied on July 22, 2024. EYM filed for bankruptcy protection on July 22, 2024, in Case No. 24−41669-11 pending in the bankruptcy court in the Eastern District of Texas. The case is currently stayed through March 31, 2025, based on EYM's bankruptcy, at which time the parties will file a joint status report.

Franchisor initiated litigation:

Pizza Hut, LLC v. EYM Pizza of Georgia, LLC, et al., filed as Cause No. 3:24-cv-1404, in the Northern District of Texas. On June 7, 2024, PHLLC filed its Original Complaint against former

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franchisees EYM Pizza of Georgia, LLC, EYM Pizza of Illinois, LLC, EYM Pizza of Indiana, LLC, EYM Pizza of SC, LLC, EYM Pizza of Wisconsin, LLC, Eduardo Diaz, EYM Pizza, L.P., EYM Foods II, LLC, and Eduardo Diaz as trustee of the Eduardo Diaz 2017 Investment Trust (collectively, "EYM Federal Defendants"). PHLLC's claims include breach of contract, including breach of the franchise agreements, guaranties, forbearance agreement, Limited Term Reinstatement Agreement, and relationship agreement based on the EYM Federal Defendants' failure to comply with those agreements. PHLLC seeks monetary damages and attorneys' fees, costs and expenses, pre-judgment and post-judgment interest, and all such other and further relief at law and in equity to which PHLLC may be entitled. The EYM Federal Defendants filed for bankruptcy protection on July 22, 2024, in Case No. 24−41669-11 pending in the bankruptcy court in the Eastern District of Texas. On August 5, 2024, in light of the EYM Federal Defendants' filing of a bankruptcy petition, the Court stayed all deadlines. The case is currently stayed through March 31, 2025, at which time the parties will file a joint status report.

Pizza Hut, LLC v. Vardayani Mata, Inc., Mahender Patel, and Parul Patel, filed in Cause No. 4:24-cv-01002-ALM in the United States District Court for the Eastern District of Texas. On November 8, 2024, PHLLC filed a complaint against defendants to recover the legal fees and expenses that were reasonable and necessary to defend against a New Jersey lawsuit brought by a former franchisee employee and the entity that they individually owned, and for which defendants agreed to indemnify PHLLC. On March 18, 2025, the Court issued an order stating that a scheduling order is forthcoming. PHLLC intends to pursue this case vigorously.

ITEM 4

BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5

INITIAL FEES

Initial Franchise Fee.

You must pay us an initial franchise fee of $25,000 for each System Restaurant. We reserve the right to increase the initial franchise fee annually consistent with the rate of inflation. The "rate of inflation" means the percent increase in the "CPI" from the time of the last fee increase ("CPI" means the Consumer Price Index For All Urban Consumers (CPI-U) - - All Items (1982-1984 equals 100) for the United States published by the Bureau of Labor Statistics of the U.S. Department of Labor). The initial franchise fee is payable in full when you sign the Location Franchise Agreement and is not refundable under any circumstances.

ITEM 6

OTHER FEES

(1) TYPE OF FEE	(2) AMOUNT	(3) DUE DATE	(4) REMARKS
Monthly Service Fee	6.0% of Gross Sales (6.5% of Gross Sales under certain circumstances).	Payable monthly by the 20th day of the next month.	See Note 1. "Gross Sales" is defined in Note 2.

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(1) TYPE OF FEE	(2) AMOUNT	(3) DUE DATE	(4) REMARKS
Taxes	As levied by tax authorities.	As incurred and upon demand.	Includes all sales taxes, personal property taxes, excise taxes, value added taxes and similar taxes on account of services or goods provided by us. Among other things, this includes taxes related to our collection of Initial Franchise Fees, Monthly Service Fees, or other fees.
System Advertising Fund Contribution	4.75% of Gross Sales.	Same as Monthly Service Fees.	While the Advertising Committee Agreement is in effect, we will credit the dues you pay to the International Pizza Hut Franchise Holders Association ("IPHFHA") against your System Advertising Fund Contribution.
IPHFHA Dues	4.75% of Gross Sales (set by IPHFHA), credited to required System Advertising Fund.	Established by IPHFHA.	While the Advertising Committee Agreement is in effect, you must belong to IPHFHA and pay the dues it assesses its members; we will credit the dues you pay to IPHFHA against your required System Advertising Fund Contribution.
Digital Innovation Fee	Currently, $0.41 per transaction conducted through a digital or other automated channel we establish.	Same as Monthly Service Fees.	Digital Innovation Fees are payable to us or our affiliates (including Digico or any successor entity). See Notes 3 and 4.
Restaurant Technology Fee (currently, the "SUS Fee")	Currently, $2,950 per year.	12 monthly bills.	The Restaurant Technology Fees are payable to us or our affiliate, Pizza Hut Connect, LLC. At the beginning of any year upon 90 days' written notice, we may increase this fee, however, we will not increase this fee more than 12% per calendar year, except as agreed to by the IPHFHA-Appointed Technology Governance Committee. See Note 3.
Help Desk High-Use Fee	Currently, $12 per phone call and $7 for all other events (i.e., chats, emails, etc.) beyond 52 events per year.	When applicable.	Events related to system-wide issues, an interaction within 3 months of a new restaurant opening or related to new technology implemented within the past 2 months are excluded. See Note 3. We may increase this fee up to 50%.
Dragontail KMX Fee	one-time installation fee of $240 per Restaurant and an ongoing monthly fee of $75 per Restaurant.	Billed monthly alongside SUS Fee.	If you opt to use Dragontail's KMX services, or we require their use in the future, you will pay these fees to our affiliate, Pizza Hut Connect, LLC.

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(1) TYPE OF FEE	(2) AMOUNT	(3) DUE DATE	(4) REMARKS
Initial Training Costs	Additional and subsequent trainee charge: $500 per person per week.	Fee for additional or subsequent trainees due before beginning of training; expenses as incurred.	We include the Initial Training Program and an initial set of certain training materials for your first Qualified Operator in the Initial Franchise Fee. All Qualified Operators you appoint later must also pass the Initial Training Program. If you request an additional set of training materials, you must reimburse us for our reasonable costs to prepare them. You must pay your trainees' living and transportation expenses.
On-Going Training and Assistance	$50 to $150 per day, plus reimbursement of our travel and lodging expenses	As incurred.	We may from time to time develop additional training programs which your Qualified Operator and your Restaurant manager(s) must attend and successfully complete. You can request on-site training and/or assistance at any time. However, we are not required to provide it. We may increase this fee by up to 50%.
Inspection and Testing Costs	You must reimburse us for all costs and expenses we incur in reviewing, inspecting and/or approving a proposed product or supplier, including any related salary, travel and lodging expenses.	When we request.	We need not inspect or test a supplier you propose until we are satisfied that you or the supplier will pay all costs associated with the inspection and testing of the proposed supplier and samples of their products.
Audit	The amount of the audit expenses is unknown and may vary depending upon factors such as the auditor selected.	5 business days after billing.	You must pay the amount of the deficiency found to be owing, plus a finance charge at the maximum rate permitted by law, accruing from the date that payment was first due, plus costs of the audit if deficiency is 2% or more.
Late Charges	Currently 1.5% per month.	As incurred.	We reserve the right to increase this amount to the maximum rate permitted by law, with reasonable notice to you. Due if you do not pay us any amount you owe within the time allowed.
Unauthorized Closure	An amount equal to 24 times the average Monthly Service Fees paid or due with respect to the closed System Restaurant during the prior calendar year.	At the time a franchised System Restaurant is closed without our consent.	Charged without prejudice to any other rights we have. If the System Restaurant was not open for a full year, the formula for column 2 is 24 times the highest Monthly Service Fee paid or payable during the period the System Restaurant was open.
Relocation	Varies, depending on our costs to review and/or approve your request.	At time replacement unit opens.	In addition to your reimbursement of our costs, you may be required to pay us a new initial franchise fee if the replacement unit fails to open within 12 months after the existing restaurant closes (or within any other time you and we agree).

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(1) TYPE OF FEE	(2) AMOUNT	(3) DUE DATE	(4) REMARKS
Transfer Fee	$2,500 plus an additional $250 per System Restaurant transferred.	At time a request for transfer is made.	Charged when there is a transfer of the Agreement or your ownership. See Note 5.
Renewal Fee	$12,500 per System Restaurant	Upon execution of the renewal franchise agreement.	We may increase this fee up to $25,000 per System Restaurant.
Interim Operation Fee on Death or Disability	Greater of (a) two times the salary paid to individual(s) we assign to operate Restaurant, or (b) 10% of Restaurant's monthly Gross Sales; plus, our reasonable travel, lodging, and meal expenses.	As incurred.	See Note 6.
Advances	Varies.	When requested.	You must pay us all amounts advanced to third parties for you. We are not obligated to make advances.
Indemnification	Varies.	When requested.	You indemnify us from certain losses and expenses arising from indemnification claims, including your execution of the Location Franchise Agreement, your establishment and operation of your Franchised Business and its Restaurants, claims by your employees or resulting from your employment practices, and other third party claims. See Section 14.01 and Appendix A of the Location Franchise Agreement. See Note 7.
Attorneys' and Experts' Fees, Court Costs	The amount of these fees and costs are unknown and may vary depending upon factors such as the attorneys and experts selected and the court costs.	Upon demand.	See Note 8.
Termination Damages	Varies	Upon demand.	See Note 9.
De-identification Costs	Actual cost of de-identifying the Restaurant	As incurred.	If you fail to de-identify your Restaurant as required upon expiration or termination, we may do it for you and bill you for the costs.
Third Party Corporate Restaurants Reward Program	See remarks.	60 days from invoice.	Dinova is a third-party restaurants reward program where a royalty of 9.5% is charged on Dinova orders greater than $20 before tax. Dinova orders less than $20 will not incur royalty. Franchisees may opt out of this program via e-mail provided in enrollment materials. PHLLC passes through funds to Dinova.

Notes

Unless otherwise stated, all fees listed above are nonrefundable and the fee or its formula is uniformly imposed. We can apply your payments to the oldest obligation due.

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1. If state law does not allow you to pay us a percentage of alcoholic beverage sales, then we will estimate the amount of such excluded revenues from the sale of alcoholic beverages and determine an effective royalty rate for you designed to account for such excluded revenue (but only with respect to those Restaurants situated within a jurisdiction prohibiting the payment of Monthly Service Fees based in part on the sale of alcoholic beverages).

2. “Gross Sales” means all revenues and income from any source that a franchisee directly or indirectly derives or receives from, through, by or on account of the operation of its franchised Business and its Restaurant(s), whether received in cash, in services, in kind, from barter and/or exchange (valued at the full retail value of the goods or services received), by check or credit (whether or not franchisee ultimately receives payment on check or credit transactions) or otherwise. Gross Sales includes revenues and income a franchisee receives from the proceeds of any business interruption insurance policies and/or the sale of any promotional or premium items. A franchisee may deduct from Gross Sales, to the extent it was included in the calculation of Gross Sales, credits and allowances that franchisee gives in good faith to customers. A franchisee may also deduct from Gross Sales all sales taxes and similar taxes which are legally charged to customers; the tax payments are sent to the appropriate tax authorities when due; and the amount of all the taxes and the payments to which they relate are included in monthly reports.

3. The holistic funding strategy outlined in the Tech Framework Agreement (as defined herein), which secured PHLLC, IPHFHA, AdCom and TechGov’s approval of the transactions contemplated thereunder, affects certain terms of the SUS/FMS License and Support Agreement and QuikOrder Amended and Restated Online Order Agreement, including the increase of SUS Fees, the Digital Innovation Fee, and the Help Desk High-Use Fee.

4. We or our affiliates (including Digico or any successor entity) may increase the Digital Innovation Fee in our reasonable discretion (i) consistent with the rate of inflation, or (ii) as reasonably necessary to maintain market competitiveness.

5. For any proposed transfer, you agree to pay for our outside counsel fees and other expenses incurred in connection with such proposed transfer of a System Restaurant, ownership interest in you, or ownership interest in any of your affiliates. (Location Franchise Agreement, Section 18.11)

6. Your failure to have one or more approved Qualified Operators supervising your Restaurant on a full-time basis after the death or disability of your last surviving owner will be a default of the Franchise Agreement. Until you retain the required number of approved Qualified Operators, we may (but are not required to) operate your Restaurant, but doing so will not be considered a waiver of your default or any other default. If we do, we will deduct our reasonable expenses (including those for travel, lodging, and meals) from the Restaurant's Gross Sales and pay ourselves the Interim Operation Fee. The Interim Operation Fee is in addition to the Monthly Service Fee. We will remit any remaining funds to you. You and any guarantor must pay us any deficiency in amounts due under Location Franchise Agreement within 10 days after notice.

7. If we become a party to any proceeding brought by a third party arising out of your acts or omissions or relating to your Restaurant(s), or if we become a party to any litigation or insolvency proceeding involving you, then you must reimburse us for our reasonable attorneys' fees, experts' fees, court costs, travel and lodging costs and all other expenses we incur. (Location Franchise Agreement, Section 36.08)

8. In any litigation between us, the losing party must reimburse the prevailing party for its attorneys' fees, experts' fees, court costs and all other expenses of litigation. (Location Franchise Agreement, Section 36.07) You also must pay for our outside counsel fees and other expenses incurred in connection with any amendment of the Location Franchise Agreement. (Location Franchise Agreement, Section 30.02)

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9. If we terminate the Location Franchise Agreement for your default, you must pay us all of our losses and expenses from your default or termination, including reasonable attorneys' and experts' fees, lost profits, lost opportunities, and other damages and costs incurred. (Location Franchise Agreement, Section 24.01)

ITEM 7

ESTIMATED INITIAL INVESTMENT
YOUR ESTIMATED INITIAL INVESTMENT[1]

RBD and DBR Dine-In/Delivery/Carryout System Restaurants

(1) Type of Expenditure	(2) Amount	(3) Method of Payment	(4) When Due	(5) To Whom Payment Must Be Made
Initial Franchise Fee	$25,000	Lump Sum	Before System Restaurant opens	PHLLC
Equipment	$150,000 - $300,000	Lump Sum	When Acquired[2]	Vendor[2]
Opening Inventory	$4,000 - $8,000	Lump Sum	When Acquired[2]	Vendor[2]
Smallwares	$15,000 - $50,000	Lump Sum	When Acquired[2]	Vendor[2]
Building and Site Improvements[3]	$550,000 - $1,575,000	Varies	Varies	Varies
Land[3]	Varies	Varies	When Acquired	Seller/Lessor
Computer System[4]	$15,000 - $30,000	Lump Sum	When Acquired	Approved Vendors
Computer System Training[4]	$0- $1,500	Lump Sum	When requested.	Approved Vendors
Additional Funds (3 months)[5]	$5,000 - $21,500	As Incurred	As Incurred	Employees, Utilities, and Suppliers
Miscellaneous[6]	$10,000 - $22,000	As Incurred	As Incurred	Employees, Utilities, and Suppliers
Advertising[7]	$0 - $16,500	As Incurred	First 18 weeks	Media, Suppliers
Start-up "Other"[8]	$3,000 - $4,000	As Incurred	As Incurred	Approved Vendors
Total[9,10]	$777,000 - $2,053,500			

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FCD Dine-In/Delivery/Carryout System Restaurants

(1) Type of Expenditure	(2) Amount	(3) Method of Payment	(4) When Due	(5) To Whom Payment Must Be Made
Initial Franchise Fee	$25,000	Lump Sum	Before System Restaurant opens	PHLLC
Equipment	$125,000 - $225,000	Lump Sum	When Acquired[2]	Vendor[2]
Opening Inventory	$4,000 - $8,000	Lump Sum	When Acquired[2]	Vendor[2]
Smallwares	$12,000 - $25,000	Lump Sum	When Acquired[2]	Vendor[2]
Building, and Site Improvements[3]	$425,000 - $900,000	Varies	Varies	Varies
Land[3]	Varies	Varies	When Acquired	Seller/Lessor
Computer System[4]	$15,000 - $30,000	Lump Sum	When Acquired	Approved Vendors
Computer System Training[4]	$0- $1,500	Lump Sum	When requested.	Approved Vendors
Additional Funds (3 months)[5]	$5,000 - $21,500	As Incurred	As Incurred	Employees, Utilities, and Suppliers
Miscellaneous[6]	$10,000 - $22,000	As Incurred	As Incurred	Employees, Utilities, and Suppliers
Advertising[7]	$0 - $16,500	As Incurred	First 18 Weeks	Media, Suppliers
Start-up "Other"[8]	$3,000 - $4,000	As Incurred	As Incurred	Approved Vendors
Total[9,10]	$624,000 $1,278,500			

Freestanding "Delco" Delivery/Carryout System Restaurants

(1) Type of Expenditure	(2) Amount	(3) Method of Payment	(4) When Due	(5) To Whom Payment Must Be Made
Initial Franchise Fee	$25,000	Lump Sum	Before System Restaurant opens	PHLLC
Equipment	$125,000 - $269,500	Lump Sum	When Acquired[2]	Vendor[2]
Opening Inventory	$4,000 - $8,000	Lump Sum	When Acquired[2]	Vendor[2]
Smallwares	$10,000 - $18,000	Lump Sum	When Acquired[2]	Vendor[2]
Building, and Site Improvements[3]	$450,000 - $794,500	Varies	Varies	Varies

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(1) Type of Expenditure	(2) Amount	(3) Method of Payment	(4) When Due	(5) To Whom Payment Must Be Made
Land [3]	Varies	Varies	When Acquired	Seller/Lessor
Computer System [4]	$15,000 - $30,000	Lump Sum	When Acquired	Approved Vendors
Computer System Training [4]	$0 – $1,500	Lump Sum	When requested.	Approved Vendors
Additional Funds (3 months) [5]	$5,000 - $21,500	As Incurred	As Incurred	Employees, Utilities, and Suppliers
Miscellaneous [6]	$10,000 - $22,000	As Incurred	As Incurred	Employees, Utilities, and Suppliers
Advertising [7]	$0- $10,300	As Incurred	First 6-8 Weeks	Media, Suppliers
Start-up "Other" [8]	$3,000- $5,000	As Incurred	As Incurred	Approved Vendors
Total [9, 10]	$647,000- $1,205,300			

Inline/Endcap "Delco" Delivery/Carryout System Restaurants

(1) Type of Expenditure	(2) Amount	(3) Method of Payment	(4) When Due	(5) To Whom Payment Must Be Made
Initial Franchise Fee	$25,000	Lump Sum	Before System Restaurant opens	PHLLC
Equipment	$125,000 - $200,000	Lump Sum	When Acquired[2]	Vendor [2]
Opening Inventory	$4,000 - $8,000	Lump Sum	When Acquired[2]	Vendor [2]
Smallwares	$10,000 - $18,000	Lump Sum	When Acquired[2]	Vendor [2]
Building and Site Improvements [3]	$265,000 - $450,000	Varies	Varies	Varies
Leasehold Interest [3]	Varies	Varies	When Acquired	Lessor
Computer System [4]	$15,000- $30,000	Lump Sum	When Acquired	Approved Vendors
Computer System Training [4]	$0-$1,500	Lump Sum	When requested.	Approved Vendors
Additional Funds (3 months) [5]	$5,000- $21,500	As Incurred	As Incurred	Employees, Utilities, and Suppliers

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(1) Type of Expenditure	(2) Amount	(3) Method of Payment	(4) When Due	(5) To Whom Payment Must Be Made
Miscellaneous [6]	$10,000-$22,000	As Incurred	As Incurred	Employees, Utilities, and Suppliers
Advertising [7]	$0-$10,300	As Incurred	First 6-8 Weeks	Media, Suppliers
Start-up "Other" [8]	$3,000-$5,000	As Incurred	As Incurred	Approved Vendors
Total [9, 10]	$462,000 - $791,300			

Notes

[1] None of the expenditures shown on the above tables are refundable.

[2] Subject to credit requirements, some vendors may require payment 30 days after the invoice date.

[3] Land, building, and site improvement costs vary depending upon location and size of land and building, and on whether the land and building are owned or leased. The typical number of square feet required is 2,000-4,000 for an RBD System Restaurant; 1,600-2,900 for a DBR/FCD System Restaurant and 1,000-1,600 for a "Delco" Delivery/Carryout System Restaurant.

[4] See Item 11 for a description of the Computer System.

[5] This is an estimate of your initial start-up expenses, taking into account that a System Restaurant is essentially a cash business. These funds consist of pre-opening expenses (including training), initial employee wages, insurance premiums, licenses, permit costs, recruitment, and other variable costs (such as initial utility deposits and bills, paper products, and cleaning and other supplies). Your actual costs will depend on many factors, such as: your management skill, experience, and business acumen; local economic conditions; local market conditions; prevailing wage rates in your community; competition; and the sales level reached in the period covered.

[6] Miscellaneous costs consist of pre-opening and grand opening expenses, such as restaurant set-up, and other similar costs.

[7] We recommend (but do not require) an 18-week advertising campaign for new DBR and FCD System Restaurants and a 6-8-week advertising campaign for new Delco System Restaurants. This range of estimated costs varies depending on the size of the Restaurant trade area and does not include System Advertising Fund contributions.

[8] Start-up/Other costs consist of new unit office supply package, banners, forms, and uniforms.

[9] Amounts paid to third-party suppliers will be established by those suppliers and may be subject to change.

[10] This total estimate does not contemplate use or lease of vehicles for System Restaurants that offer delivery, as typically these vehicles are personally owned.

We have relied on the more than 60 years' experience we and our predecessors and affiliates have in the Pizza Hut business to compile these estimates. You should review these figures

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carefully with a business advisor before you decide to purchase the franchise. Except as described in Item 10, we and our affiliates do not offer financing directly or indirectly for any part of the initial investment. Your ability to obtain financing will depend on a number of factors, such as the general availability of financing, your credit worthiness, collateral you may have, and lending policies of individual financial institutions. These estimates do not include any finance charges, interest, or debt service payments.

ITEM 8

RESTRICTIONS ON SOURCES

Computer System

You must acquire the Computer System described in Item 11. The Computer System includes a Restaurant Technology Suite composed of our approved point-of-sale system ("POS System" or "SUS"), back of the house system ("BOH System"), kitchen management system ("KM System"), and a tablet with mobile applications ("HutBot System"). Our affiliates, Pizza Hut Connect, LLC, National Systems, LLC, and Dragontail Systems, Ltd., are currently the only approved suppliers of the software included in the Computer System. You must sign agreements with our affiliates for services related to the Computer System, as described in Item 11. As of the date of this disclosure document, we will provide you with the tablet required for the HutBot System, and you will acquire all other necessary hardware to operate the Computer System software from an approved vendor and must dedicate that hardware solely to the operation of the Computer System. You must also adopt, at your expense, any successor computer systems (including all hardware, software, and related services) which we may designate in the future as well as any other additional technology we identify in the Brand Standards.

Proprietary Programs, Products and Services

You must acquire and use any proprietary programs, products, and services (including food or beverage items and ingredients, other products, supplies, equipment, materials, programs, partnerships, systems, methods, platforms (including technology platforms), and services) used in or sold at your System Restaurants only from us (or RSCS, described below) or a distributor, manufacturer, producer, or supplier we designate in writing (an "Approved Distributor"). Proprietary programs, products, and services are those which now comprise, or in the future may comprise, a part of the System and which were developed by, are proprietary to or kept secret by us or our affiliates. We do not currently earn a profit on the sale of proprietary products to you but reserve the right to do so.

Non-Proprietary Programs, Products, and Services

You must acquire and use required non-proprietary programs, products, and services (including food and beverage items and ingredients, other products, supplies, equipment, materials, programs, partnerships, relationships, systems, methods, platforms (including technology platforms), and services) only from Approved Distributors; from suppliers you propose, and we approve; and/or in accordance with our written specifications. You must purchase and use only those items that comply with the Brand Standards and our specifications and, if there is an Approved Distributor for any such item, you must obtain that item only from the Approved Distributor.

Specifications

We may from time to time provide specifications governing the minimum standards for food and beverage items, other products, programs, services and/or equipment required to be used in or sold by your System Restaurant for which we do not designate a required source of supply.

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We will include such specifications in the Brand Standards or in other written or electronic notices transmitted to you. We may add to, modify, delete or revoke any specifications in writing from time to time.

Insurance

You must obtain and maintain insurance policies required by the Brand Standards with insurers satisfactory to us. The current minimum insurance coverage must be purchased from a carrier that is A.M. Best Rated at least "A" and includes: (i) commercial general liability insurance - $3,000,000 for bodily injury and property damage and $6,000,000 for a general policy aggregate; (ii) business automobile liability insurance - $5,000,000 combined single limit per occurrence and not subject to a policy aggregate; (iii) property insurance – full replacement of your System Restaurant(s); (iv) business interruption insurance – cover your expenses for a minimum of 12 months; (v) workers compensation, employer's liability and other employee insurance – as required by applicable law but not less than $1,000,000 for employer's liability insurance; and (vi) builder's and/or contractor's insurance (as applicable). We do not represent or warrant that these coverages are adequate. You should consult with your insurance advisors as to any additional types of coverages or higher limits they may recommend.

Sources of Supply

We may publish listings of Approved Distributors and may add to, modify, delete, or revoke any listing at any time. We reserve the right to change Approved Distributors at any time and designate ourselves, our affiliates, or a third party as a source or supplier, or as the exclusive source or supplier, of any particular item or service.

If you wish to use any unapproved supplier, you must first submit to us a written request for approval in accordance with the procedure in the Brand Standards. We will consider all requests and will try to advise you of our decision in writing within 45 days after receipt of the fully documented request. In considering a request, we may require you and/or the proposed supplier to comply with the requirements in the Brand Standards, including: (i) submit samples and written information; (ii) bear the costs of any initial and/or ongoing testing or inspection; (iii) provide details about the distribution chain; and (iv) permit us to inspect and audit the supplier and its facilities. At our option, we may also re-inspect the facilities and products of any approved supplier/distributor at any time and may revoke approval upon the supplier's failure to continue to meet any of our criteria.

Except for some of our officers who have ownership interests in YUM, which owns, among other things, Pizza Hut Connect and Dragontail, no officer of PHLLC owns an interest in any approved supplier. We do not provide you with any material benefits (such as granting additional franchises) based on your use of Approved Distributors or other designated or approved sources.

Systemwide Supply Contracts

We may enter into contracts with one or more suppliers for all System Restaurants or a subset of System Restaurants located in one or more geographic regions (each, a "Systemwide Supply Contract"). If we do, then you must purchase only from the designated supplier under the Systemwide Supply Contract. We make no representation that you would not be able to purchase the same programs, products and/or services at a lower price from another supplier. We may add to, modify, substitute or discontinue Systemwide Supply Contracts or exclusive supply arrangements in the exercise of our business judgment.

McLane

McLane Foodservice, Inc. ("McLane") is the principal distributor for the Pizza Hut system. Restaurant Supply Chain Solutions, LLC ("RSCS" described below) manages our relationship

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with McLane, which serves as the largest distributor for Pizza Hut concepts in the U.S. As a Pizza Hut system franchisee, you would purchase from McLane most of the proprietary and non-proprietary food and restaurant supplies needed to operate a System Restaurant. RSCS negotiates the price and other purchase terms of most of the proprietary and non-proprietary items distributed and sold by McLane to the Pizza Hut system.

Pepsico Sales, Inc.

We have an agreement with Pepsico Sales, Inc. (a subsidiary of PepsiCo, Inc.) ("Pepsi"), to serve only soft drinks licensed by Pepsi and/or by the Pepsi/Lipton Tea Partnership (with some exceptions) through December 31, 2026 (the "Pepsi Agreement"). You will sign a Pepsi-Cola Beverage Supply and Marketing Agreement – Franchisee Adoption Agreement (Exhibit E-1) under which you will enjoy the benefits of, and be bound by, the Pepsi Agreement. Under that agreement and PHLLC's menu policies, you may sell only products licensed by Pepsi and/or the Pepsi/Lipton Tea Partnership, subject to certain exceptions.

Comcast Cable Communications Management, LLC

We currently use a managed services solution provided by Comcast for communication services to the System Restaurants. To receive these services, you must sign the Comcast Adoption Agreement, which is Exhibit E-2 to this disclosure document.

Delivery Aggregators

Certain of our franchisees are currently participating in delivery programs with Grubhub, Uber Eats and DoorDash. To participate in these programs, you must enter into a contract with the corresponding third party delivery aggregators. We will receive royalty payments from Grubhub, Uber Eats and DoorDash for licensing the Pizza Hut brand and Pizza Hut Marks to those third parties to provide services to System Restaurants. In our 2024 fiscal year, we received approximately $12,039,873.23 in royalties associated with our arrangements with Grubhub, Uber Eats and DoorDash with respect to our franchised System Restaurants.

Mastercard

Currently, Mastercard pays YRSG an annual rebate based on the amount of payment processing fees paid on certain qualifying transactions at System Restaurants accepting Mastercard cards. During our fiscal year ended December 30, 2024, YRSG received approximately $74,000 from Mastercard as a result of Pizza Hut's franchisees' and licensees' qualified transactions. That rebate amount was credited to franchisees and licensees pro rata on a per System Restaurant basis for all Pizza Hut traditional and non-traditional System Restaurants open as of October 24, 2024.

Benefits to PHLLC and Revenue

We do not derive revenue from selling or leasing any required products or services directly to franchisees. We have from time to time sold System Restaurants to franchisees, with or without real estate. In connection therewith, our affiliate, PHALLC, leases or subleases real estate to franchisees for certain System Restaurants. There is not a general requirement that a franchisee must lease real estate from us or our affiliates, but some System Restaurants may only be available under a lease from us or our affiliate. During our last fiscal year, PHALLC, had revenues from the lease of real estate to franchisees of approximately $4,227,150.84.

During our 2024 fiscal year, our affiliates had revenue from purchases by franchisees as follows: Pizza Hut Connect, LLC received approximately $68,931,644 in revenue from the provision of certain digital and technology products and services to PHLLC franchisees ($31,690,890 of which was paid to Digico and spent under the direction of the Digital Investment

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Committee, which is comprised of PHLLC and franchisee representatives); and Dragontail Systems Ltd. received approximately $3,045,627 in revenue from the provision of services related to the KMX system to PHLLC franchisees.

Other than limited benefits under the Pepsi Agreement, which apply to all System Restaurants, and which are based on aggregate Pizza Hut system-wide purchases, and the revenue we received from Delivery Aggregators as described above, as of the date of this disclosure document, we do not directly derive any revenue from Approved Distributors as a result of their sales to you. RSCS negotiates purchase arrangements with suppliers of most products periodically for the mutual benefit of us, our affiliates, and all franchisees and licensees who buy through RSCS and we do not receive lower prices, rebates, discounts, or any other material consideration from suppliers because of purchases made by you from them. However, in the future, we and our affiliates may profit from your purchases from us, our affiliates, and other Approved Distributors and receive other payments, fees, commissions, and reimbursements from Approved Distributors as a result of your purchases from them.

Your required purchases from our approved suppliers or that are subject to our standards and specifications are estimated to be approximately 30% to 45% of the total expenses you will incur to establish your System Restaurant and approximately 30% to 45% of the total expenses you will incur to operate your System Restaurant.

Restaurant Supply Chain Solutions and Pizza Hut Purchasing Cooperative

Purchasing activities for food, packaging and equipment used in the Restaurants are conducted primarily through RSCS, which is the exclusive purchasing agent for company-owned and franchised Pizza Hut Restaurants in the United States. The members of RSCS are the Pizza Hut National Purchasing Coop, Inc. (as described below, the "Pizza Hut Purchasing Co-op" or "Co-op") and similar purchasing co-ops of our affiliates and their franchisees: the KFC National Purchasing Co-op, Inc. and the Taco Bell National Purchasing Co-op, Inc. By contract, RSCS also provides purchasing programs and program management services for the A&W National Purchasing Co-op, Inc. Because RSCS is a shared resource organization, allocation costs and sourcing fees attributable to its members will increase if the contract with the A&W National Purchasing Co-op, Inc. is terminated. RSCS, the Pizza Hut Purchasing Co-op and other co-ops using RSCS's services are organized under federal tax laws relating to entities operating on a cooperative basis. In accordance with those laws, each co-op has historically distributed substantially all of its net income not required for working capital or reserves to its members each year as a "patronage dividend."

The Pizza Hut Purchasing Co-op was formed to allow us, our affiliates and franchisees to conduct a purchasing program through RSCS. RSCS and the Pizza Hut Purchasing Co-op are not affiliated with us and both are organized and operated independently.

The Pizza Hut Purchasing Co-op is governed by a Board of 8 voting members plus the President of RSCS, who is a non-voting ex officio member. Franchisees who are stockholder members elect 6 directors: 1 director is elected by franchisees members from each of 4 geographic regions and 2 at-large directors are elected by all franchisee members. We are a stockholder member of the Pizza Hut Purchasing Co-op and are entitled to elect 2 of the Co-op's directors. Two directors of the Co-op representing the franchisee members are appointed annually as voting directors of the RSCS Board of Directors.

After you obtain a Pizza Hut franchise, you are eligible to join the Pizza Hut Purchasing Co-op. To join the Co-op, you must purchase 1 share of Membership Common Stock (currently, $10) plus 1 share of Store Common Stock (currently, $400 per share) for each traditional Pizza Hut

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Restaurant and two non-traditional Pizza Hut licensed locations you own. Pizza Hut licensees are also eligible to join the Co-op but only if they are also a franchisee or they operate 25 or more licensed locations. You may not sell or transfer your Co-op shares to third parties, but if you later sell some or all of your Restaurants (or become ineligible for Co-op membership), the Co-op may redeem your shares of Store Common Stock at your original purchase price; and, if you become ineligible for membership, will redeem your share of Membership Common Stock for $10.

Your membership in the Co-op makes you eligible to participate in RSCS's purchasing programs. Under the Co-op's Bylaws (including Section 2.6 concerning purchase commitments (Appendix J to the Location Franchise Agreement)), you must purchase virtually all goods and equipment used in your Restaurants through the purchasing programs of the Pizza Hut Purchasing Co-op and RSCS. RSCS and the Pizza Hut Purchasing Co-op may collect sourcing fees directly or indirectly (from distributors or suppliers) from each stockholder member to fund the purchasing programs and services of RSCS and the Co-op.

We do not require you to join the Pizza Hut Purchasing Co-Op. Subject to the limitations described below, you may purchase through RSCS and the Pizza Hut Purchasing Co-op as a non-member (in which case you will have no voting rights and will not be eligible to receive patronage dividends). The Co-op's Bylaws require that the Co-op conduct 90% of the value of its business with its stockholder members, and the Co-op and RSCS may refuse to do business with Pizza Hut franchisees who are not members of the Co-op.

For additional information about RSCS and the Pizza Hut Purchasing Co-op, contact Jill Quinn, RSCS's VP of Supply Chain of the Pizza Hut Purchasing Co-op, 7100 Corporate Drive, Plano, Texas 75024 at 502-896-4127, and request a copy of the "Membership Information Packet" for the Pizza Hut Purchasing Co-op.

ITEM 9

FRANCHISEE'S OBLIGATIONS

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

Obligation	Section(s) in Franchise Agreement	Item(s) in Disclosure Document
(a) Site selection and acquisition/lease	5.01, 5.02, 5.03	6, 7, 11
(b) Pre-opening purchases/leases	5.02, 9.01-9.06, 11.01-11.02, 15.01-15.04	8, 11
(c) Site development and other pre-opening requirements	5.01-5.09, 7.01, 8.01-8.03, 11.01-11.02, 15.01	5, 6, 7, 11
(d) Initial and on-going training	7.01-7.03	11
(e) Opening	8.01	11
(f) Fees	7.01 – 7.03; 11.01; 15.03; 18.04 – 18.05; 18.11; 19.01-19.08; 22.01; 30.02; 36.07-36.09	5, 6, 7, 8
(g) Compliance with standards and policies/Operations Manual	1.02; 2.01; 5.01- 5.08; 6.01-6.04	11, 14
(h) Trademarks and proprietary information	2.01, 13.06; 16.01-16.05, 21.01	8, 13, 14, 17

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Obligation	Section(s) in Franchise Agreement	Item(s) in Disclosure Document
(i) Restrictions on products/services offered	3.03; 9.01-9.06, 13.01 –13.02	16
(j) Warranty and customer service requirements	10.01, 13.01	11, 14
(k) Territorial development and sales quotas	3.01-3.02, 10.02, 10.03	12
(l) On-going product/service purchases	9.01-9.06, 11.01-11.02	8
(m) Maintenance, appearance and remodeling requirements	5.04-5.06, 11.01; 18.04, 22.01	1, 8, 11
(n) Insurance	15.01-15.04	7
(o) Advertising	17.01-17.03, 12.02-12.03; 19.03	6, 11
(p) Indemnification	14.01-14.07	Not Applicable
(q) Owner's participation/management/staffing	8.03, 13.13	11, 15, 17
(r) Records/report	13.08, 13.11; 19.07, 20.01-20.03	6
(s) Inspections/audits	13.05, 20.03;	6, 11
(t) Transfer	18.01-18.11; 19.06	17
(u) Renewal	4.02, 22.01-22.03	17
(v) Post-termination obligations	21.01, 21.03, 24.01, 25.01-25.02	8, 17
(w) Non-competition covenants	21.02-21.11	17
(x) Dispute resolution	36.01-36.09	17
(y) Other: Guaranty	13.11, 18.03 - 18.04	15

ITEM 10

FINANCING

Except as described below, we and our affiliates do not offer, directly or indirectly, any arrangements for financing your initial investment or the continuing operation of your Restaurants. We are unable to predict whether you will be able to obtain financing for all or any part of your investment; and, if you are able to obtain financing, we cannot predict the terms of the financing. Except as described in this Item 10, neither we nor YUM guarantees your note, lease or other obligation.

Yum Lending Assistance for Qualified Franchisee Applicants

YUM has entered into an arrangement with a third-party, LS BDC Adviser, LLC, an affiliate of Lafayette Square Holding Company, LLC ("Lender"), pursuant to which Lender (through one or more of its managed or advised funds) may provide financing to qualified franchisee applicants, including low-to moderate income individuals in underserved American communities. This arrangement is open to all eligible applicants regardless of race, color, national origin, sex,

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disability, or age. Under such arrangement, we will refer franchisee candidates to Lender in our sole discretion and Lender will in good faith independently evaluate such candidates for one or more available credit products based on Lender's then prevailing underwriting guidelines. The credit products will be term loans (including delayed-draw term loans) and revolving loans. The financing covers acquisition, refinancing, and related costs of a franchised outlet. Lender will evaluate, underwrite, and approve candidates; however, as a further incentive to Lender to extend credit to franchisee candidates referred by us to Lender, YUM may, but is not obligated to, provide credit support in the form of limited guaranties. If YUM elects to provide credit support, then you, Lender, and YUM will sign a letter agreement in the form attached as Exhibit J in connection with which YUM will guaranty for the benefit of Lender up to 33% of the original principal or commitment amount of your franchised business loan (up to a maximum guaranty amount of $5,000,000). It is not YUM's general practice or intent to sell or assign the letter agreement.

If you are offered and accept financing from Lender as described above, you are required to agree to the terms of such financing with Lender, including as relates to the amount of the loan, the interest rate, finance charges, the repayment term, and any prepayment terms. Under the franchisee financing arrangement with Lender, none of YUM, us, or any of our affiliates are entitled to receive, and do not receive, any fee or other consideration from Lender when it makes a loan to a franchisee. Further, Lender is not restricted under the arrangement from selling or assigning to an affiliate all or any part of any loan it makes to you.

Required Terms

- You must notify YUM within three days if the loan is more than thirty days past due.
- In the event of a default under the loan, Lender may accelerate the obligation to pay the entire principal balance plus interest and costs (including attorneys' fees), and YUM (or its designee) will have the right, but not the obligation, to buy out any franchisee loan at any time for the then-outstanding principal balance of the loan plus the accrued interest and related fees.
- You are not required to make payments to YUM under the letter agreement unless YUM makes a payment to Lender under the guaranty, following which you must reimburse YUM for all payments made by YUM to Lender and all related costs and expenses incurred by YUM.
- You are not required to grant a security interest under the letter agreement but if YUM purchases the loan following an event of default any security interest granted to Lender will be transferred to YUM (or its designee).
- In the event of a default under the loan or letter agreement, we will have the right to terminate the Location Franchise Agreement, if executed.
- The guaranty signed by your owners in connection with the letter agreement provides for a waiver of diligence, presentment, demand, protest, and notice of non-payment, protest, and suit.

In addition to YUM's arrangement with Lender, YUM may, but is not obligated to, provide similar lending assistance to qualified franchisee applicants who receive financing from other lenders.

Pizza Hut Employee Lending Assistance Program

We offer an optional lending assistance program for qualified former employees of PHLLC and its predecessor and/or affiliates (the "Pizza Hut Employee Lending Assistance Program"). If you are a qualified former employee of PHLLC or its predecessor and/or affiliates, you may apply

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to us for lending assistance for your franchised business under the Pizza Hut Employee Lending Assistance Program. If you satisfy our participation criteria and we agree to allow you to participate, then our lending assistance will take the form of our guaranteeing 25% of your loan principal under this program, for a maximum guaranteed amount of $1,250,000 per loan or franchisee. You will be required to identify and agree to terms with a lender of your choosing who will fund the underlying loan.

Our minimum criteria for participation in the Pizza Hut Employee Lending Assistance Program includes satisfaction of certain (i) individual requirements, including successfully passing a background check, possessing excellent personal credit, and having a successful track record as a restaurant operator; (ii) capital requirements, including liquid assets sufficient to meet lender requirements, a cash down payment of at least 10% to 20% of the total initial investment, and post-closing working capital cash of at least 4% of the total initial investment; and (iii) operational requirements. Your owners must personally guarantee the loan, and the term of the loan cannot exceed 12 years for leasehold sites and 15 years for fee simple sites. We must be notified if the loan is more than 30 days past due and any default under the loan will be a default under your Location Franchise Agreement.

Other requirements may apply. Even if you meet all of the requirements, we may decide not to permit you to participate in the Pizza Hut Employee Lending Assistance Program. We are not obligated to provide lending assistance and may deny your application for any reason. We also can discontinue the Pizza Hut Employee Lending Assistance Program at any time.

ITEM 11

FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

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

Pre-Opening Obligations

Before you open a System Restaurant, we and/or our authorized representatives, will provide you with the following assistance and services:

(1) Grant you the right to open one or more System Restaurants, each at a specified approved Location, with a surrounding defined and approved Delivery Area. (Location Franchise Agreement - Section 2.01)

(2) Approve or disapprove the lease or purchase agreement for each Location within 20 business days after receipt. If we do not communicate our approval or disapproval to you in that time, and if the lease is accompanied by a rider containing the required provisions of Appendix D to the Location Franchise Agreement, the lease will be considered approved. (Location Franchise Agreement, Section 5.02)

(3) Review your final plans and specifications for the Location promptly and approve or provide comments on the plans and specifications to you. You may not commence construction until we approve the final plans and specifications in writing. We may provide you with the names of designated or approved sources of supply and specifications for some items of the design, construction, furniture, fixtures, equipment and decoration of the Location. (Location Franchise Agreement, Section 5.03)

(4) Provide you with the Initial Training Program, which each of your Qualified Operators must attend and successfully complete. (Location Franchise Agreement – Section 7.01)

(5) Furnish to you, at no charge, a complete set of the Brand Standards applicable to each of your System Restaurants in print, electronic, or other media. The Brand Standards govern the operation of the System Restaurants. You must strictly comply with the Brand Standards. We can

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change the Brand Standards, and you must comply with the changes when you receive them, but they will not materially alter your rights and obligations under the Location Franchise Agreement. We will provide you with the opportunity to view the Brand Standards before purchasing a franchise, and we may require you to sign our form of Confidentiality Agreement, (Exhibit F) before we will grant you access. (Location Franchise Agreement – Article 6)

(6) Furnish you with any written specifications for required products and services. (Location Franchise Agreement, Article 9)

(7) If we determine to do so, exercise rights concerning franchisee pricing of products and services to the fullest extent permitted by then-applicable law, including prescribing the maximum retail prices which you may charge; suggesting retail prices; and, otherwise mandating, directly or indirectly, the maximum prices which you may charge. We may exercise these rights only in certain geographic areas (cities, states, regions) and not others, or with regard to certain groups of franchisees and not others. Any maximum prices we prescribe or suggest may or may not optimize the revenues or profitability of your franchised Restaurant. (Location Franchise Agreement, Section 13.04)

(8) Approve or disapprove any proposed advertising material within 10 business days of our documented receipt. If we do not respond within 10 business days, the material is disapproved. (Location Franchise Agreement, Section 17.02).

Continuing Obligations

During the term of the Location Franchise Agreement, we and/or our authorized representatives will provide you with the following assistance and services:

(1) Furnish you with the field support services, supervision and/or assistance that we consider advisable through on-site visits, off-site sessions, telephonic, electronic or other communication modes. You may also reasonably communicate with our headquarters for consultation and guidance on the operation and management of your Restaurants. Timing of these services will be subject to the availability of our personnel. (Location Franchise Agreement, Section 7.04)

(2) Advise you of any addition to or deletion from the list of Pizza Hut Marks. (Location Franchise Agreement - Section 16.05)

(3) Make available to you any changes to the Brand Standards. (Location Franchise Agreement – Article 6)

(4) Make periodic inspections of your System Restaurants, and advise you of any deficiency that is observed, which you must correct or repair in accordance with our timeline. (Location Franchise Agreement - Section 13.05)

(5) From time to time, designate new Approved Products, delete Approved Products, or require that a given product be standardized. (Location Franchise Agreement - Section 9.01).

(6) Continue, if we determine to do so, to engage in the pricing activities described above in this Item 11.

(7) Approve or disapprove any proposed advertising material within 10 business days of our documented receipt. If we do not respond within 10 business days, the material is disapproved. (Location Franchise Agreement, Section 17.02)

Location Selection

You are solely responsible for selecting the site for your System Restaurant. We will have up to 30 days, upon receipt of your completed site registration form, including any additional

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requested information, to accept or reject the proposed location. We will consider primarily whether the proposed location is in an area open for development. We may also consider whether the proposed location is a suitable site based upon the site quality, location of competitors, traffic patterns, household count, population growth, and other criteria. We may require you to submit maps, completed checklists, photographs, copies of proposed leases, diagrams of the premises with measurements, and other information and materials which may be required to evaluate the proposed location. We may visit the proposed location to assist in the consideration of the proposed site, however, it is not required. If we do not agree with the proposed location, we will not provide acceptance for you to develop the proposed site. Our acceptance of the proposed location does not assure the success of any System Restaurant established at the location. In general, we do not lease or sublease System Restaurant premises to franchisees, however, there are certain circumstances when we and/or our affiliates have entered into land and building leases with franchisees.

Time to Open

You must begin operation of each Restaurant within 30 days after completing construction and must give us 10 days' prior written notice. You must open your first System Restaurant for business no later than 6 months following the Effective Date of the Location Franchise Agreement. You must open any subsequent System Restaurants under the Location Franchise Agreement by the dates specified in Appendix B to the Location Franchise Agreement, which will be within 12 months of our approval of the site, unless prevented by the occurrence of a Force Majeure event. The typical time from signing the Location Franchise Agreement to opening your System Restaurant is approximately 6 to 12 months. Factors affecting the length of time to open include the time required to obtain necessary permits and approvals, weather conditions, and labor difficulties during development and construction, financing arrangements, and your ability to obtain a lease, among other things.

Training Programs

Initial Training Program

We conduct our Initial Training Program approximately 4 times a year (or more frequently, if needed) at our headquarters in Plano, Texas and at a qualified restaurant location of our choice. The instructional materials consist of the Brand Standards and various print and electronic materials. Instructors have a minimum of 2 years of experience in the field relevant to the subject taught and a minimum of 2 years operational experience with us.

Successful completion of the Initial Training Program is mandatory for all of your Qualified Operators. Currently, the Initial Training Program ("First Slice") requires at least the following for your Qualified Operators (as well as all other personnel we may require): (i) attendance at all one-on-one meetings with designated Pizza Hut functional leaders ("Franchisee Onboarding"); (ii) in-restaurant training (including all required web-based training through Learn! Now) at a time we designate ("Restaurant Training"); (iii) attendance at all Pizza Prep classes (defined herein) at or near our corporate headquarters; and (iv) satisfaction of all portions of the First Slice Onboarding Checklist. We may alter or enhance the content and/or components of First Slice at our discretion. The length of the First Slice portion of the Initial Training Program will vary from 8 to 12 weeks at our discretion depending on your experience and/or the experience of your Qualified Operators. The First Slice portion of the Initial Training Program should be scheduled to finish 3 to 4 weeks prior to the opening of your System Restaurant.

The following is a description of the Initial Training Program as of the issuance date of this disclosure document:

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INITIAL TRAINING PROGRAM

Subject	Hours Of Classroom/Online Training	Hours Of On-The-Job Training	Location
Restaurant Training Becoming a Customer Maniac (BCM) Game On! • Team member expectations, food and restaurant safety, delivery safety and service, dine-in service, Customer service basics, Pride in Pizza. LEAD On!: Shift Leader Program • Communication, delegation, coaching, safety and security, ready for revenue, finance basics, facilities and equipment management, food cost management, employee relations, shift management. LEAD On!: Restaurant General Manager Program • Labor management, food cost management, advanced finances, employee relations and leadership, restaurant management, Coaching, managing training, union awareness, building people, restaurant management.	Approximately 15-37 hours online over 8-12 weeks	Approximately 8 hours per day for 8-12 weeks	Qualified Restaurant location of our choice
Franchisee Onboarding Individual meetings with designated PHLLC functional leaders	N/A	Approximately 8 hours per day for 3 days (to occur concurrently with the 8-12 weeks Restaurant Training)	Plano, Texas
Pizza Prep 1 Life Unboxed, Brand Standards, relationship building, building know-how with key corporate departments	Approximately 6 hours per day classroom for 2 days	0	Plano, Texas
Pizza Prep 2 Culture, customer experience and behavior, brand building, culinary innovation, marketing	Approximately 8 hours per day classroom for 2 days	0	Plano, Texas

The Initial Franchise Fee includes the cost of the Initial Training Program for one initially appointed Qualified Operator. You must pay us an additional charge for providing the Initial Training Program to subsequent personnel, whether required or at your request, including additional or successor Qualified Operators. At all times, you must pay for all living and transportation expenses incurred by your trainees in connection with any training.

If, following the Initial Training Program (including re-enrollment training), we determine in our business judgment that your Qualified Operators have failed to attend or successfully complete the Initial Training Program to our satisfaction, we may require remediation.

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All of your restaurant employees must successfully complete the mandatory BCM portion of the Initial Training Program by completing all required online training through Learn! Now and the associated on-the-job training. Your employees must complete this training within 30 days after being hired or placed in the position. All of your restaurant management-level employees must successfully complete PHLLC approved management training. We offer certain optional but recommended training programs for various management-level employees ("LEAD On!"). If you wish to provide our LEAD On! training to your employees, you must pay for all the training materials and any incidental costs to providing the training.

It is your decision whether to employ Restaurant Training Managers, Restaurant Training Leaders, and/or Team Member Trainers to guide the LEAD On! training for your management-level employees. Restaurant Training Managers, Restaurant Training Leaders, and Team Member Trainers have generally completed the program through their development or have been certified to teach by attending a Train the Trainers class. The instructional materials used in our Train the Trainers class consist of the LEAD On! training platform. Instructors teaching the Train the Trainers class have a minimum of 2 years of experience in the field relevant to the subject taught and a minimum of 2 years operational experience with us. Training is scheduled by Restaurant General Managers or Area Coaches as needed.

We pay for the cost of developing both our mandatory and optional training programs. We provide electronic copies of training materials via our portal available to Franchisees. You will pay for any requested hard copies of mandatory training materials, all optional materials and all expenses incurred by your trainees or attendees for any mandatory and/or optional training, conferences, conventions or other meetings they attend (including their salaries, transportation costs, meals, lodging and other living expenses, if applicable) and necessary hardware and licensing costs, if applicable, for on-line or computer training.

On-Site Training or Assistance

You may request on-site training or assistance at any time in accordance with guidelines we may specify in the Brand Standards or otherwise. We are not obligated to provide on-site training or assistance, but if we do, we may impose a reasonable fee for each day of on-site training or assistance we provide. Timing is subject to the availability of our personnel.

Ongoing Training

We may from time to time develop additional training programs which your Qualified Operators and your System Restaurant manager(s) must attend and successfully complete. We will determine the duration, curriculum and location of these future additional training programs, which may be conducted in person or by means of a company intranet or other electronic means of communication (such as web-based tutorials, video streaming or through other now or hereafter developed media). We reserve the right to charge our then-current training fees for such programs.

In addition, we may from time-to-time conduct conferences, conventions or training session programs. Your Qualified Operators and, at our election, your System Restaurant manager(s) and other personnel reasonably designated must attend each such annual conference, convention or training session at your sole expense (including salaries, travel, lodging, food and other living expenses).

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Advertising

System Advertising Fund

You must contribute 4.75% of the prior month's Gross Sales of each of your System Restaurants to the System Advertising Fund (the "Fund"). (Location Franchise Agreement, Section 19.03.)

We are a successor party to an agreement dated March 31, 1975, with the International Pizza Hut Franchise Holders Association ("IPHFHA") concerning advertising for System Restaurants (the "Advertising Committee Agreement"). So long as the Advertising Committee Agreement is in effect, you must join and remain a member of IPHFHA; comply with its constitution, bylaws, rules and regulations; and timely pay the dues that IPHFHA assesses its members for contribution to the Fund (as administered by the Advertising Committee under the Advertising Committee Agreement). The amount that you pay in dues to IPHFHA for Fund contributions will be credited, dollar for dollar, toward your Fund contribution requirements under the Location Franchise Agreement. We will remit to IPHFHA any Fund contributions paid to us. You must agree to exercise all of your voting power in IPHFHA to implement a Fund contribution rate no lower than 4.75% of your System Restaurants' prior month's Gross Sales (i.e., you may not vote to lower your Fund contribution below this threshold).

Currently, all advertising of the Pizza Hut System in the United States is centrally administered nationwide by the Advertising Committee. The Advertising Committee may determine to allocate some, all or none of the Fund contributions to any form of media, including national media; regional media; local media; social media; or any other blend of advertising, marketing, promotion and public relations it determines. The Advertising Committee directs all advertising programs with sole control over the creative concepts, materials and media used in such programs, and the placement and allocation of Fund advertising. The Advertising Committee currently advertises using print, radio, television, digital and social media with local, regional and national coverage, and may employ both an in-house advertising department and national or regional advertising agencies.

The Fund is intended to further general public recognition and acceptance of the Pizza Hut Marks for the benefit of the System. We and the Advertising Committee undertake no obligation in administering the Fund to make expenditures for you which are equivalent or proportionate to your contributions, to ensure that any particular franchisee benefits directly or pro rata from the placement of advertising or to ensure that any advertising impacts or penetrates your market area. The Fund is not a trust and neither we nor the Advertising Committee is a fiduciary with respect to the Fund.

We or our affiliates contribute an amount to the Fund that is proportionate to the number of company-owned System Restaurants that are operating. Neither the Advertising Committee nor we need to expend contributions to the Fund in the same year that they are received. Ours and the Advertising Committee's good faith decisions regarding expenditures of the Fund will be final and binding (though we and the Advertising Committee may, in our sole discretion, seek input from you and/or other franchisees regarding expenditures of the Fund). If the Advertising Committee (or we) do not spend all Fund contributions within the fiscal year in which they are collected, the Advertising Committee (or we) carries the excess funds over to its next fiscal year. The Advertising Committee (or we) will not use any of the Fund monies for soliciting sales of franchises or licenses.

The Advertising Committee is audited annually, and the financial statements are distributed to the franchisees.

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During its most recent fiscal year, the Advertising Committee spent 75% on media placement, 19% on "other" expenses (including agency compensation, public relations, research/consulting and brand marketing and 0% on administrative expenses); and the balance (equal to 6%) remained unspent in the Fund.

Advertising Cooperatives

One or more franchised or company-owned System Restaurants may from time to time engage in joint local advertising through a regional or metropolitan area advertising cooperative. Any advertising cooperative may only be formed, maintained and conduct business with our prior written consent (which we may grant or withhold for any reason or no reason) and, once established, must in all respects comply with the applicable Brand Standards.

Local Advertising

You may expend funds on local advertising in the general market area of your System Restaurants in strict compliance with the approved media procedures and protocols in the Brand Standards. You may only use advertising which we have either furnished or approved in writing in advance. Any amounts you expend on local advertising will not count toward satisfying your System Advertising Fund contribution requirements. Franchisees are automatically opted-in to participate in Dinova, a third-party restaurants reward program where a royalty of 9.5% is charged on Dinova orders greater than $20 before tax. Franchisees may opt out via the e-mail provided in enrollment materials.

Standards Library

We prepare a digital Manual (Standards Library) in which we describe and set out standards for various aspects of the design and operation of System Restaurants. The Standards Library may contain one or more separate manuals, as well as electronic files and software, information available on an internet site, and other media, communications, emails and/or other written materials we distribute. We may change the Standards Library at any time. The Standards Library will be made available to you during the term of your Location Franchise Agreement. The Table of Contents of the Standards Library is attached as Exhibit K to this Disclosure Document. The Standards Library has a total of 97 pages.

Websites

Except as described below, we alone may establish, maintain, modify, or discontinue all internet, worldwide web and electronic commerce activities pertaining to the System, including through the use pages or profiles on social media websites such as Facebook, Instagram, TikTok or X (formerly known as, Twitter). We may establish one or more websites accessible through one or more uniform resource locators ("URLs") designed to promote your Restaurant. You agree to routinely provide us with updated copy, photographs, prices, and news stories about your Restaurant(s) suitable for use when promoting your Restaurant, the content, frequency, and procedure for which will be specified in the Brand Standards.

In addition to advertising and promoting Pizza Hut Restaurants, we may use any website or other mode of electronic commerce that we establish or maintain to exploit the electronic commerce rights which we alone reserve. (We may also designate affiliates to own or manage any technology-related functions described in this disclosure document.)

You may maintain your own website or social media page; otherwise maintain a presence or advertise on the internet, through social media or any other mode of electronic commerce in connection with your franchised Restaurant, including through the use of a page or profile on a social media website such as Facebook, Instagram, TikTok or X (formerly known as, Twitter);

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establish a link to any website we establish at or from any other website or page; or, at any time establish any other website, social media or electronic commerce presence which in whole or in part incorporates the "Pizza Hut" name or any name confusingly similar thereto, but only in accordance with our Brand Standards and our prior written consent.

We alone will be and remain the sole owner of the intellectual property rights, including but not limited to trademarks and copyrights in and to all material which appears on any website or social media page we establish and maintain, including any and all material you may furnish to us. Ownership of all URLs and other identifiers associated with any such website or social media sites will vest exclusively in us.

We or our affiliates also maintain an intranet through which downloads of the Brand Standards, other operations and marketing materials, exchanges of communications, System discussion forums and systemwide communications (among other activities) can be effected.

Computer Systems

You must purchase, utilize, maintain, retire, and replace the technology serving your Restaurant and System Restaurants as and when we require in the Brand Standards or otherwise in writing. This technology includes, but is not limited to, computer hardware, software, wired and/or wireless internet connections and service, required dedicated telephone and, wherever possible, power lines, "smart phone" automated customer purchase and tracking facilities, tablets, and other computer-related accessories, peripherals, equipment, and related services that are specified in the Brand Standards. To the extent available, you must also maintain high-speed, broadband communications access and other high-speed capacity that we require for such technology as well as, at all times, a functioning e-mail address for your Restaurant and such wi-fi service for your customers as designated in the Brand Standards.

Currently, you must use the Restaurant Technology Suite to operate your System Restaurants. The Restaurant Technology Suite includes our approved: (i) POS (point-of-sale) System (currently "SUS" but including any successor point-of-sale system we may require); (ii) BOH (back of the house) System; (iii) KM (kitchen management) System; and (iv) HutBot System. The POS System is used to process customer orders. The BOH System is used to forecast sales (including related food and labor needs), track employee hours, and fulfill other internal functions. The KM System is used to track the status of orders as they progress through the restaurant. The HutBot System is a global innovative platform designed to enhance operation and streamline job execution through the use of AI. You must adopt and utilize, at your expense, any successor components of the Restaurant Technology Suite (including all hardware and software) which we may designate in the future as supplanting or enhancing current components.

The Restaurant Technology Suite and related programs, along with the hardware and software necessary to run them, are collectively referred to as the "Computer System." You must acquire and use the Computer System in the operation of your System Restaurants. The Computer System will assist you in order entry, cash out, delivery, inventory control, timekeeping and payroll, cash control reports, and targeted marketing (if requested). We and/or our affiliates will have the right, upon 24 hours advance notice and during normal operating hours, to enter and inspect the hardware and software of your Computer System in your System Restaurant or franchise office to determine compliance. The initial setup cost of the Computer System is approximately $15,000 to $30,000 for a new System Restaurant paid to an approved vendor. We can access the information stored in your Computer System, and there is no contractual limitation on our right to do so. Except as otherwise indicated, neither we nor our affiliates nor any third parties currently have any obligation to provide ongoing maintenance, repairs, upgrades or support for the Computer System unless you have made arrangements with them to do so, and we cannot estimate the cost of maintaining, updating or upgrading your Computer System or its

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components as the cost will depend on your repair history, local costs of computer maintenance services in your area and technological advances. In the future, you may be required to purchase newly developed modes of computerization, as well as improvements to or modifications of, your Computer System.

Our affiliates Pizza Hut Connect, LLC, National Systems, LLC, and Pizza Hut Digital UK Ltd., are currently the only approved suppliers of the software included in the Computer System. When you sign the Location Franchise Agreement, you must also sign the following agreements with our affiliates:

1. with, Pizza Hut Connect, LLC, the SUS/FMS License and Support Agreement (Appendix K to the Location Franchise Agreement), for certain back of house, point-of-sale, help desk services, for use at System Restaurants.
2. with, National Systems, LLC, on behalf of itself and our other affiliate QuikOrder, LLC, the QuikOrder Amended and Restated Online Order Agreement — Franchisee Adoption Agreement (Appendix L to the Location Franchise Agreement), for certain services related to internet ordering from System Restaurants.
3. with, Pizza Hut Connect, LLC, the HutBot Digital Program Agreement (Exhibit M to this Disclosure Document), for certain services and digital programs designed to enhance operation and streamline job execution.

If you use Dragontail's KMX services, you must sign the Dragontail Franchisee Adoption Agreement with our affiliate, Dragontail Systems Ltd, for certain services related to the KMX system (Exhibit L to this Disclosure Document). Currently the KMX services are optional but may be required in the future.

You must accurately, consistently and completely record and provide through the Computer System software all information concerning the operation of your Restaurant(s) that we require in the Brand Standards or the proprietary software.

You must provide all assistance we require to bring your Computer System (including the software) online with our computers at the earliest possible time and to maintain these connections as we require. You must grant us access to all components of the Restaurant Technology Suite (and other electronic systems), as we may reasonably require so that we may retrieve from them all information that we consider necessary, desirable or appropriate.

You must, at your expense, keep the Computer System and any other technology systems current, supported, and in good maintenance and repair.

Our cost of maintaining the equipment portion of the Computer System in System Restaurants we own varies from $1,000 to 3,500 per unit, per year. Your maintenance cost will be similar, depending upon the Approved Equipment you use, its age, and the maintenance vendor. Although Pizza Hut Connect, LLC, will not charge you for licensing the Computer System software, you must pay a restaurant technology fee (currently, the $2,950 per year SUS Fee, subject to increase at the beginning of any year upon 90 days' written notice) for each System Restaurant you operate. Currently, there is no separate fee charged for the HutBot subscription. In addition, there are charges for various support services, including the help-desk high-use fee (outlined in Item 6), which you must obtain from us or our affiliates as set out in the SUS/FMS License and Support Agreement, and/or Tech Framework Agreement. If you use Dragontail's KMX services, you also will pay Dragontail a $240 per System Restaurant installation fee and an ongoing monthly fee of $75 per System Restaurant.

You may be required to update your Restaurant(s) to comply with our then-current technology specifications (including digital technology specifications). Costs for future upgrades will be your

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responsibility. Such upgrades may require you to purchase new technologies, as well as improvements to or modifications of existing technologies, from us, our affiliates, or designated third parties and to enter into related license and support agreements with us, our affiliates, or designated third parties and pay all related costs and fees, including fees to support any online and smartphone "app" ordering systems. We reserve the right to state license, support, maintenance, and other technology fees separately or in the aggregate and to change the basis of the allocation of any fees from time to time to reflect: (i) any increase or decrease in the costs and expenses providing the applicable services, or (ii) any change in the competitive needs of the System, including the right to change the basis for charging such fees, so long as the charges are computed on a fair and consistent basis among similarly situated System Restaurants receiving the services for utilizing the applicable systems. Your adoption and utilization of the foregoing must conform to the timing we reasonably specify.

Additional Third-Party Technology Services

To operate the Computer System, you must obtain telecom services, internet connectivity (broadband), network services, and credit card processing services that comply with minimum standards we set from one of our approved vendors ("Additional Third-Party Technology Services"). You will deal directly with our approved vendors to obtain and maintain these services. If the minimum standards for internet connectivity cannot be met due to geographical availability, you must obtain the best available connectivity in that area. The cost for the Additional Third-Party Technology Services varies from $5,500 to $8,000 per year, per unit, and is paid directly to the individual vendors.

ITEM 12

TERRITORY

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

Location Franchise Agreement

Protected Radius

We will grant you a protected radius of 500 yards surrounding the Location of each System Restaurant (the "Protected Radius"). Subject to your compliance with all Brand Standards, fulfilling delivery orders to National, Regional and Institutional Accounts, and providing Adequate Delivery Service throughout your Delivery Area(s), we will not develop or operate, or allow any other franchisee or licensee to develop or operate, at the Location or within the Protected Radius, a System Restaurant that is the same as the type of System Restaurant Concept that you operate at the Location. We may, however, own, franchise, or license any other type of System Restaurant Concept within the Protected Radius, and may own, franchise, or license any type of System Restaurant Concept (including the one you operate) at any location outside the Protected Radius, including a location that is proximate to the Protected Radius.

We also may purchase, merge, acquire, be acquired by, or affiliate with an existing competitive or non-competitive franchise or non-franchise network, chain, or any other business regardless of the location of that other business' facilities, and we may then operate, franchise or license those other businesses and/or facilities under any names or marks, including the Pizza Hut Marks, regardless of the location of these businesses and/or facilities, which may be within the Protected Radius or immediately near it. We are limited in these activities only by the protections that we have granted you in the Protected Radius, described above. You will receive no compensation for these activities.

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We and/or our affiliates may engage in any business activity and any business concept whatsoever using the Pizza Hut Marks or any other names or marks owned or developed by us or our affiliates, within, outside or immediately proximate to your Protected Radius, so long as within your Protected Radius such other businesses do not operate the type of System Restaurant you operate under the Pizza Hut Marks. Your Location Franchise Agreement does not give you any right to participate in or benefit from such other concepts or business activities, whether they are conducted under the Pizza Hut Marks or not. Our and our affiliates' rights to engage in other business activities are specifically reserved and may not be qualified or diminished in any way by implication.

We and/or our affiliates alone have the right to:

(i) offer and sell, within and outside your Protected Radius, under the Pizza Hut Marks and/or any other names or marks, at wholesale, retail or otherwise, any and all Approved Products and other food, beverage, or other products and services and/or their components or ingredients, whether or not they are a part of the System (including those used or sold by your Restaurant), through any alternative method or channel of distribution whatsoever, at wholesale, retail, or otherwise, except through a System Restaurant of the type you operate within the Protected Radius.

(ii) offer and sell (directly, or through other franchisees or licensees) Approved Products or other products, services and programs at any and all "nontraditional locations", including nontraditional locations which may be partially or wholly situated within your Protected Radius, through the establishment of mobile units, concessions, "shop-in-shops," System Restaurants or otherwise. You are precluded from engaging in such activity without our prior written consent (which we may withhold for any or no reason). "Nontraditional locations" are locations or venues at which access to the general public is restricted and include sports arenas and venues; theatres; resorts; food retailers (including supermarkets, grocery stores and convenience stores); malls and mall food courts; schools and universities; hospitals and healthcare facilities; airports; guest lodging facilities; government facilities; condominium and cooperative complexes; the premises of any third party retailer which is not a restaurant (including shops, stores and department stores); military bases and installations; and, airlines, railroads and other modes of mass transportation.

We may (and you may not without our prior written consent) enter into agreements to deliver Approved Products and other System-approved food, beverages and other products to National, Regional, and Institutional Accounts. National, Regional, and Institutional Accounts are organizational or institutional customers whose presence is not confined to your Protected Radius. They include (for example only): business entities with offices or branches situated both inside and outside your Protected Radius; government agencies, branches or facilities; guest lodging networks; healthcare networks; the military; and any other customer whose presence is not confined to your Protected Radius. Only we have the right to enter into contracts with National, Regional and Institutional Accounts. If we receive orders from a National, Regional, or Institutional Account for delivery in your Delivery Area (described below), then we may require you to fulfill the orders at the price we agree on with the customer. However, you may deliver Approved Products and other System-approved food, beverages and other products to guest lodging networks, healthcare networks and schools within your Delivery Area at any time during which PHLLC does not maintain such relationships. The procedures governing our National, Regional and Institutional Accounts program are in the Brand Standards.

Under the Location Franchise Agreement, you waive and release any claims, demands, or damages arising from or related to any of the above activities and promise never to begin or join

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in any legal action or proceeding, or register a complaint with any governmental entity, directly or indirectly contending otherwise.

Delivery Area

In addition to the Protected Radius, we grant you a specified delivery area for each System Restaurant you operate (the "Delivery Area") within which you may deliver the Approved Products. The Delivery Area is identified in Appendix B to the Location Franchise Agreement. Periodically, we may reasonably modify your Delivery Area upon written notice to you in response to changed demographics, population shifts, business or residential development, or similar metrics to further your ability to provide Adequate Delivery Service in accordance with the Brand Standards.

As long as you provide Adequate Delivery Service throughout the Delivery Area, we will not provide delivery service, and will not allow any other licensee or franchisee to provide delivery service, for Approved Products using the Pizza Hut Marks to any point within the Delivery Area. "Adequate Delivery Service" means service in accordance with our then-current Brand Standards for delivery (including Brand Standards governing online, smartphone, or other now or hereafter developed modes enabling customers to place orders for delivery), taking into account various criteria including potential sales volume, market demographics, saturation analysis, diversion of sales from your other System Restaurants, and geographic characteristics of the Delivery Area.

If we determine that you are not providing Adequate Delivery Service, we will notify you in writing. You may dispute our initial determination in writing, and you have 30 days to cure any delivery deficiencies, but if we finally determine you are not providing Adequate Delivery Service and have not satisfactorily cured that failure, we may redefine your delivery area. If we later determine you have again failed to provide Adequate Delivery Service, then we may terminate your right to operate the System Restaurant serving the Delivery Area following written notice of default and your failure to cure.

Following a determination that you have failed to provide Adequate Delivery Service and throughout any cure period, we or another Pizza Hut franchisee or licensee may furnish delivery service within all or a portion of your Delivery Area.

Any action we take to redefine the Delivery Area for an individual System Restaurant will have no effect on the Delivery Area of any other System Restaurant you may operate, unless the impact is to expand the Delivery Area for a contiguous System Restaurant.

Other than the requirement to provide Adequate Delivery Service, continuation of the limited territorial rights described above does not depend on your achieving any particular sales volume, market penetration, or other similar contingency. If you commit a default under the Franchise Agreement that is not subject to cure, or if you fail to cure a curable default within the required cure period, we reserve the right to reduce your Protected Radius and/or Delivery Area in lieu of terminating the Franchise Agreement. There are no other circumstances which permit us to modify these limited territorial rights. You have no options, rights of first refusal, or similar rights to acquire additional franchises within the territory or contiguous territories.

Relocation

You may not relocate the Restaurant without our prior written approval. You must reimburse us for any reasonable costs we incur in considering any request to relocate and must pay us a new initial franchise fee if you fail to open the relocated unit within 12 months after the existing Restaurant closes (or within any other time as you and we may agree). We will approve a relocation request if you are in compliance with the Location Franchise Agreement, you have paid all money owed to us and our affiliates, the proposed location meets our site selection criteria,

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and you comply with the lease requirements in the Location Franchise Agreement. We may (at our election) inspect your proposed new location.

Other Distribution Channels

Unless we permit you to operate a satellite location, you may operate your System Restaurant only from the approved Location identified in Appendix B to the Location Franchise Agreement and may use the Location for no other purpose than the operation of the System Restaurant. Unless you receive our prior written consent, which we may withhold for any or no reason, you may not offer and sell any Approved Products or other products or services except through your System Restaurant, through any alternative method or channel of distribution whatsoever, at wholesale, retail, or otherwise.

General Territorial Information

All the territorial protections described above are limited. For example, and without limitation, our affiliates, TBLLC, KFCLLC, and HBG currently are engaged in operating, franchising, and licensing restaurants under different trademarks. These competing restaurant concepts may already be established within your Protected Radius or Delivery Area or may be established there in the future. These restaurant concepts are competitive, to some extent, with all System Restaurants but some of them may compete more directly than others. For example, the operator of a Taco Bell or KFC restaurant may be granted a license to operate a non-traditional Pizza Hut kiosk within its restaurant, subject to the limitations in the first paragraph of this Item 12.

We have no system or method for resolving conflicts between you and franchisees or licensees of these existing (or other potential) competing concepts.

ITEM 13

TRADEMARKS

Under the Location Franchise Agreement, we grant you the nonexclusive right to use the Pizza Hut Marks, strictly in accordance with the terms and conditions of that Agreement and the Brand Standards, to operate your franchised Restaurant.

The principal Pizza Hut Marks for operation of a franchised Restaurant include the following, which have been registered on the Principal Register of the United States Patent and Trademark Office:

Mark	Registration Number	Registration Date
PIZZA HUT 2009 Logo (H)	3,975,582	06/07/2011
PIZZA HUT 1999 Logo (H) in color	2,459,365	06/12/2001
PIZZA HUT 1999 Logo (H) with Roof Underlined (in color)	2,546,893	03/12/2002
PIZZA HUT 1999 Logo (S) in color	2,446,056	04/24/2001
PIZZA HUT 1999 Logo (V)	2,446,055	04/24/2001
PIZZA HUT 1999 Logo (V) in color	2,357,045	06/13/2000
PIZZA HUT 2014 Logo & swirl design in color	5,341,046	11/21/2017
PIZZA HUT in Dist. Lettering Under 1974 Logo Roof	1,028,170	12/23/1975
Pizza Hut Building Design No. 7 (with Red Roof)	1,865,062	11/29/1994
Pizza Hut Building Design No. 7	1,865,063	11/29/1994
Pizza Hut Building Design No. 6 (with Red Roof)	1,865,064	11/29/1994
Pizza Hut Building Design No. 6	1,865,065	11/29/1994
PIZZA HUT	729,847	04/10/1962
PIZZA HUT	926,516	01/04/1972
Roof Logo (2008) (domestic solid design)	3,595,346	03/24/2009
Roof Logo 2014 & Swirl Design	4,969,540	05/31/2016
Roof Logo 2014 & swirl design with PIZZA HUT in color (H)	4,969,539	05/31/2016

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Mark	Registration Number	Registration Date
WINGSTREET	3,042,453	01/10/2006
Wingstreet Logo	2,916,738	01/04/2005
WingStreet Logo with WINGSTREET (V) in color	3,693,836	10/06/2009

All required affidavits of use have been filed for the principal Pizza Hut Marks. There are no currently effective determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of any state, or any court, nor is there any pending interference, opposition, or cancellation proceeding, nor any pending material litigation involving the Pizza Hut Marks or regarding our use or ownership in the Pizza Hut Marks which may be relevant to your use of the Pizza Hut Marks. There are no agreements which significantly limit our rights to use or license the Pizza Hut Marks. There are no infringing uses or superior previous rights known to us that can materially affect your use of the Pizza Hut Marks in any state in which the franchised Restaurant is to be located.

We may in the future adopt additional trademarks, service marks or trade names, and may modify or delete any of the Pizza Hut Marks. If we require you to modify or discontinue use of a Pizza Hut Mark for any reason, we do not have to compensate you for any expenditures you make to comply nor will we be liable to you for any other expenses, losses or damages sustained by you or your franchised Restaurant as a result of any addition or modification to, or substitution or discontinuation of, any Pizza Hut Marks.

We are the sole and exclusive owner of the Pizza Hut Marks. The Location Franchise Agreement does not give you any right to any of the Pizza Hut Marks, other than the limited license granted. All goodwill now or in the future associated with and/or identified by one or more of the Pizza Hut Marks (including any goodwill arising out of your use of the Pizza Hut Marks) belongs directly and exclusively to us. You must indemnify us against any damage or expense (including reasonable attorneys' fees and all associated expenses) if you damage or impair the Pizza Hut Marks.

If you learn of any claim, suit or demand against you alleging infringement, unfair competition, or similar matter relating to your use of the Pizza Hut Marks (each, a "claim"), you must promptly notify us. Unless your use of any of the Pizza Hut Marks violates the terms of the Location Franchise Agreement and/or the Brand Standards, we will take any action that we consider appropriate or necessary, if any, to protect and defend you against the claim, so long as the claim is based solely on any alleged infringement, unfair competition, or similar matter relating to your use of the Pizza Hut Marks. We have the right to control any administrative proceedings or litigation involving the Pizza Hut Marks. You may not settle or compromise any claim without our prior written consent. We will have the right to defend, compromise and settle the claim at our sole cost and expense, using our own counsel. You must cooperate fully with us in the defense of the claim and do any and all things that our counsel deems necessary, including becoming a nominal party to any legal action. If you do, then we will reimburse you for your out-of-pocket costs and will bear the costs of any judgment or settlement, but you will bear the salary costs of your employees. Under the Location Franchise Agreement, you appoint us as your attorney in fact, with irrevocable authority to defend and/or settle all these types of claims. You may participate at your own expense in the defense or settlement, but our decisions will be final.

If you learn that any unauthorized third party is using the Pizza Hut Marks or a variation of them, you must promptly notify us. We will determine whether or not we wish to take any action against the third party. You will have no right to make any demand or to prosecute any claim against the alleged infringer for the infringement. If we take action against the alleged infringer, you must cooperate with us. Unless the litigation is the result of your improper use of the Pizza

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Hut Marks, we will reimburse you for your out-of-pocket expenses, but you will pay your employees' salaries.

ITEM 14

PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

There are no patents or pending patent applications that are material to the franchise offered. However, we do own a number of U.S. and foreign patents (and pending patent applications) relating to the franchised business that are primarily improvements to equipment used in preparing Approved Products. These patents are generally licensed to manufacturers that produce the equipment.

We claim copyright protection in our Brand Standards, Standards Library, Website, App (and content therein) as well as in certain software, forms, advertisements, promotional materials, and other written or digital materials created by or for us.

Your and our obligations to protect your rights to use our copyrights are the same as the obligations for Pizza Hut Marks described in Item 13 of this disclosure document.

We have certain trade secrets and proprietary information. Among the items we consider trade secrets are our information, data, knowledge, processes and know-how used by or included in the Pizza Hut System; our Brand Standards; our spice blends and secret recipes; the Computer System and related software and all enhancements, additions, upgrades, and modifications thereto; and, many other matters specified in the Location Franchise Agreement. You may not use any of our trade secrets or proprietary information for any purpose other than the operation of your Pizza Hut Restaurant(s). You may not disclose any of our trade secrets or proprietary information to any other person or business, either during the term of the Location Franchise Agreement or after termination or expiration or transfer. You may not copy any of our confidential or proprietary information or give it to a third party unless we authorize you to do so.

Under the Location Franchise Agreement:

- Before employment or any promotion, your Qualified Operator(s), your Restaurant managers and all directors, officers, and other managerial personnel must sign the Confidentiality Agreement (Appendix I-2 to the Location Franchise Agreement); and
- As applicable, all of your owners, equity holders, control persons, shareholders, members, partners and general partner(s); and, all persons possessing equivalent positions in any business entity which directly or indirectly owns and/or controls you, must sign the Confidentiality/Non-Competition Agreement (Appendix I-1 to the Location Franchise Agreement).

There are no presently effective determinations of the U.S. Patent and Trademark Office, Copyright Office (Library of Congress) or any court; no pending interferences, oppositions, or cancellation proceedings: and no pending material litigation involving our patents, copyrights, or trade secrets that are relevant to their use in any state. As of the date of this disclosure document, we are unaware of any infringing uses of or superior previous rights to any of our patents or copyrights which could materially affect your use of them in the state in which your Pizza Hut Restaurant(s) will be located.

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ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

We recommend that you, or your principal owners, participate in the day-to-day operation of the System Restaurant(s) but it is not a requirement.

Each System Restaurant must be directly supervised on a day-to-day basis by a qualified and competent manager who has successfully completed our mandatory training program.

You must also designate, and at all times maintain, one or more (as we may require based on the size and scope of your Restaurant) Qualified Operators to actively manage and participate in the day-to-day operation and ownership of your Restaurant. Your Qualified Operator(s) will devote all appropriate time, attention and best efforts to the performance of your obligations under the Location Franchise Agreement and all ancillary agreements.

Each of your Qualified Operators must be approved by us; our approval will not be unreasonably withheld. If your principal owner is an individual, then that individual may serve as a Qualified Operator with our approval. Your Qualified Operator must have at least a 10% equity interest in you. Before designating a Qualified Operator, who is not your principal owner, you must identify that individual to us; furnish us information regarding the candidate's background, experience and credentials; and secure our prior written approval of the candidate, which we will not unreasonably withhold or deny. Any Qualified Operator must, at a minimum, meet all of our then-current requirements for Qualified Operators in the Brand Standards or elsewhere. Any Qualified Operator must attend and successfully complete our Initial Training Program and any other training we may require based on the specifics of your Restaurant. We may revoke our approval of any Qualified Operator in our business judgment at any time following our review of your Restaurant's performance.

If your Qualified Operator dies, becomes disabled or is terminated, you must immediately notify us and must designate a successor or acting Qualified Operator promptly (but no later than 30 days following the death, disability or termination of the predecessor Qualified Operator). We must approve (and may revoke approval of) any successor, acting or additional Qualified Operators (including those designated in a transfer) as described above.

Your Qualified Operators must sign our Confidentiality Agreement (Appendix I-2 to the Location Franchise Agreement) and maintain the confidentiality of our confidential or proprietary information.

Each of your owners with a 10% or greater interest must sign a personal guaranty in the form of Appendix F to the Location Franchise Agreement.

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You are only authorized to sell the Approved Products and other approved products or services at retail, directly to the ultimate consumer. You are not authorized to engage in wholesale distribution. We do not impose any other restrictions on the customers to whom you may sell Approved Products, except that you may sell Approved Products only from System Restaurants or authorized satellite locations and may deliver Approved Products only within your Delivery Area. All customer information belongs to us.

You must sell only and all Approved Products that we designate as standard for the type of System Restaurant you operate unless we otherwise agree in writing. You may (but need not)

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also offer and sell Approved Products which we designate as optional for the type of System Restaurant you operate.

If we add a standard Approved Product for the type of System Restaurant you operate or discontinue a previously Approved Product (either standard or optional), we will notify you and will include a deadline by which you must offer the new standard Approved Product or must discontinue the previously Approved Product. The deadline will be at least 90 days after we give you notice in the case of a new standard Approved Product and at least 30 days after we give you notice in the case of a product that is no longer an Approved Product.

You will sign an adoption agreement which will give you the benefits and bind you to the terms and conditions of the Pepsi Agreement. Under the Pepsi arrangement and PHLLC's menu policies, you may sell only products licensed by Pepsi and/or the Pepsi/Lipton Tea Partnership, subject to certain exceptions.

You may never sell or distribute any food, beverage or other product or ingredient except as a complete, fully-prepared product ready for immediate consumption, unless we expressly permit you to do otherwise.

If you wish to sell any product which is not authorized to be sold by the type of System Restaurant you operate, you must first obtain our written permission, which we may deny for any or no reason. If we grant our approval, then the approved product will become a part of the System; we may (but are not required to), authorize the new approved product for sale at other Pizza Hut Restaurants under any System Restaurant Concept; we may subsequently revoke our approval for any or no reason; we will own all rights associated with the new approved product; and you will not be entitled to any compensation.

You must participate in all customer service, customer recovery/remediation, and customer loyalty programs we designate in the Brand Standards. At our request, you must participate in tests of new or modified products, services, programs, equipment, technology and procedures (including delivery methods, platforms or systems).

ITEM 17

RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Provision	Section in Location Franchise Agreement	Summary
a. Length of the franchise term	Section 4.01	Unless sooner terminated as described in the FA, the Initial Term will begin on the effective date of the FA and will continue until 10 years from the opening date of the Restaurant. If the FA covers multiple Restaurants with opening dates beyond the required opening date of the first Restaurant, the Initial Term for each additional Restaurant will be begin on the opening date of each Restaurant will continue until 10 years after each opening date. You and we will mutually decide whether a relocated Restaurant (an offset) will have the remaining Initial Term of the Restaurant it replaces or receive a new Initial Term.

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Provision	Section in Location Franchise Agreement	Summary
b. Renewal or extension of the term	Section 4.02	You can enter into 2 consecutive Renewal Franchise Agreements for a term of 5 years each if you meet certain requirements. If the FA covers multiple Restaurants with opening dates beyond the required opening date of the first Restaurant, then the first Renewal Term of each such Restaurant is 5 years from the expiration of the Restaurant's Initial Term and the second Renewal Term is 5 years from the expiration of the Restaurant's first Renewal Term. Renewal Franchise Agreements may be on our then-current form of franchise agreement which may differ materially from the FA, but there will be no initial franchise fee, no change in the Protected Radius or the limited renewal rights under the FA, and the Monthly Service Fee will not be greater than what we then impose on similarly situated renewing franchisees. Your renewal right permits you to remain as a franchisee after the initial term or the first renewal term expires. However, to remain a franchisee, you must meet all required conditions to renewal including signing our then-current form of franchise agreement, which may be materially different than the form attached to this disclosure document.
c. Requirements for you to renew or extend	Section 22.01	You must: give us timely written notice of your desire to renew and follow our renewal process; have performed your obligations (including monetary obligations to us and our affiliates) at all times and be current on all payments to us, our affiliates, your landlord and material suppliers; be current on all Restaurant maintenance, asset upgrade obligations and Brand Standards requirements; have possession of the Locations during the renewal term or obtain our consent to relocate; satisfy our qualification and training requirements; sign a general release (on our then-current form); pay a renewal fee on a per Restaurant basis; and sign our then curren form of renewal franchise agreement.
d. Termination by you	Not applicable	
e. Termination by PHLLC without Cause	Not Applicable	
f. Termination by PHLLC with cause	Article 23	We may terminate the FA only if you default. If we terminate under Section 23.04, termination may include less than all of the Restaurants covered by the FA.
g. "Cause" defined defaults which can be cured	Sections 5.07, 23.03, and 27.01	At our option following a 30-day cure period if you fail to open a relocated Restaurant within 12 months after closure of the original Restaurant. Failure to comply with the FA or Brand Standards or to act in good faith and to cure within 30 days or as noted below, including: failure to pay amounts owed us, our affiliates or a lender when due or submit required information (10 day cure for a second default in any 12 month period); sale of unauthorized products, programs or services; unresolved trade account delinquencies; misuse of the Pizza Hut Marks or trade dress or use of confusingly similar marks and failure to cure within 24 hours; failure to provide Adequate Delivery Service, pay taxes, honor the indemnity, or operate in compliance with Brand Standards; a guarantor's failure to comply with the Guarantee; failure to satisfy or appeal a judgment within 30 days; failure to construct or open a System Restaurant as required; diversion or improper exploitation of our proprietary products, services or programs or those under Systemwide Supply Contracts. We may terminate on 30 days' notice if an event of Force Majeure extends for more than 90 days.

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Provision	Section in Location Franchise Agreement	Summary
h. "Cause" defined - non-curable defaults	Sections 5.03, 23.02, 23.07, and 32.01	Termination on notice without cure for: failure to promptly begin design, construction, equipping and operating a Restauarant; unauthorized closure of more than 15 consecutive days; you cease operating; you, your Qualified Operator and/or any related person is convicted of a felony, fraud, crime involving moral turpitude or other offense likely to adversely affect the System or the Pizza Hut Marks; unauthorized transfer; violation of the in-term non-compete or confidentiality restrictions; knowing or grossly negligent concealment of revenues, maintenance of false books/records, falsification of information or other false or fradulent activity; failure to maintain required financial records; refusal to allow us to inspect or audit; misuse of employee withholdings, misappropriation of our property or funds or failure to take action if our or cutomer funds are embezzled; repeated events of default otherwise subject to cure; or, failure to comply with Applicable Law following notice; failure to purchase or maintain requried insurance; violations of Applicable Law and/or acts or practices which subject you and/or us to widespread publicity, ridicule or derision or you operate in any way that jeopardizes the life, health or safety of the general public, your customers and/or your employees; you operate or sell any authorized products or services at any unauthorized location; at our option, if any provisions of the FA relating to payments to us and our affiliates or protecting the Pizza Hut Marks, System Restaurant Concepts or our Confidential Information are declared invalid or unenforceable; and you or any of your Related Persons or any other owner of a direct or indirect, partial or whole interest in you (as applicable), is or becomes a Restricted Person; on bankruptcy, insolvency, receivership, dissolution or levy. If you breach another agreement with us or our affiliates, we may have the right to terminate the FA under the cross default provision.
i. Your obligations on termination/non-renewal	Section 24.01	Pay all money owed (including our damages from your default); stop using the Pizza Hut Marks and all confidential and proprietary Pizza Hut information; cancel assumed name registrations containing the Pizza Hut Marks within 5 days; honor our right to operate your Restaurants during the post-termination period; immediately deliver to us all of our materials including confidential information, training materials, Brand Standards, computer software and database material, customer lists, and items bearing the Pizza Hut Marks; sign necessary termiation agreements; change or transfer the telephone numbers used by your Restaurant to us or our designee; comply with the post-termination covenants not to compete and with restrictions on the use of our confidential information, trade secrets and know-how; surrender to us all computer software, storage disks or tapes, electronic media and computer system information used in Restaurant and refrain from destroying or concealing such information; de-identify the Restaurant unless we assume possession; sell to us at your cost all secret spices and other trade secret items in stock; give us an itemized list of all of advertising and sales promotional materials using the Pizza Hut Marks which we may elect to buy.
j. Assignment of contract by PHLLC	Section 18.01	No restriction on our right to assign.

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Provision	Section in Location Franchise Agreement	Summary
k. "Transfer" by you – definition	Appendix A	Any absolute or conditional transfer of an interest in the transferring party or in the FA, including any change of control, assignment, delegation, sale, pledge, encumbrance, sharing arrangement, sublicense, or division, as well as any change in beneficiaries or trustees of a trust.
l. PHLLC's approval of transfer by you	Sections 18.02, 18.03, 18.04, 18.05	No transfer without our consent except for Permitted Transfers, including to a person that is already an owner of the Restaurant, for the benefit of your employees or to a business entity wholly owned by you. Permitted Transfers may require notice or satisfaction of other conditions.
m. Conditions for PHLLC approval of transfer	Section 18.04	Proposed transferee: demonstrates satisfaction of our qualifications and business entity requirements; engages in personal interview at our request; has the necessary organizational, managerial and financial structure and resources; complies with our ownership requirements relative to control; successfully completes our Initial Training Program at its expense; signs our then-current form of Franchise Agreement which may vary from the FA but which may include rebuild, relocation, and remodeling obligations under the FA; has or obtains all required permits, licenses and other authorizations; causes its owners and others we require to sign a Guaranty substantially identical to the form included within our then-current franchise disclosure document; and signs a general release; secures our approval of its Qualified Operator(s); and is not a Competitor or a Restricted Person. In addition, you have obtained any required landlord's consent; cured any existing defaults; satisfied your monetary and other obligations to us, our affiliates (excluding an affiliate which administers a separate franchise network), your lenders, and suppliers; signed documents evidencing your responsibility for your pre-transfer obligations; signed a termination agreement and general release (on our then-current form) together with your Related Persons (including each Guarantor) terminating the FA (which termination will exclude, among other things, your guarantees, any of your obligations to us or our affiliates which remain outstanding and/or unsatisfied, and the post-termination and post-expiration provisions of this Agreement which, by their nature, are intended to survive) and (ii) releasing us and the Franchisor Parties of any and all claims, demands and causes of action which you and each of your Related Persons (including each Guarantor); furnished us a copy of the transfer agreement and related documents; and paid us the transfer fee. If you are transferring franchise agreements that are our older form of franchise agreement, then you must sign the transfer documents that are Exhibit D to this disclosure document. We also must determine that the total transfer price will not jeopardize the economic viability of the Restaurant or the transferee. Any transfer of a System Restaurant or a controlling ownership interest in you, any of your affiliates that control you, or any System Restaurants must be made only with at least 30 days' advance notice to us and our prior written consent.
n. PHLLC's right of first refusal to acquire your business	Sections 18.06 and 18.09	We can match any offer for the interest being transferred.
o. PHLLC's option to purchase your business	Sections 24.01 and 25.01	Upon expiration or termination, we must buy all in-stock secret spices and other trade secret items and may acquire any or all Restaurant assets and/or your lease for the Location.

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Provision	Section in Location Franchise Agreement	Summary
p. Your death or disability	Section 18.05	If you have an approved succession plan, the succession plan will control. If not, on the death or disability of any owner that is not the last surviving owner, his or her interest may pass to a spouse, another existing owner, or the franchise entity. On the death or disability of the last surviving owner, his or her interest will pass to his/her Estate (subject to his/her will or other instrument). The Estate has a reasonable time (not more than 6 months) to transfer the franchise entity or the Restaurant in accordance with Section 18.04 of the FA and subject to our right of first refusal. Until then, the Estate may operate the Restaurant under the supervision of a Qualified Operator. If there is no Qualified Operator, we may (but are not obligated to) manage the Restaurant for a fee.
q. Non-competition covenants during the term of the franchise	Sections 21.02 and 21.01	Without our consent, you and your Related Persons may not (i) be involved in any business engaged in the production or sale (at wholesale or retail) of any pizza, pasta or other food items similar to Approved Products (including WingStreet products) or which is a competitor, or (ii) sell, assign or lease your Restaurant premises or Location to a Competitor. A Competitor (a) derives more than 10% of its revenue from the production or sale (at wholesale or retail) of any pizza, pasta or other food items similar to Approved Products (including any WingStreet product); (b) grants franchises or licenses to others to operate such a business; or (c) offers and sells any products or services confusingly similar to those offered and sold by the Pizza Hut System.
r. Non-competition covenants after the franchise is terminated or expires	Sections 21.03 and 21.11	For 18 months following the expiration, termination or transfer of the FA or the transfer of any interest in the franchise entity, you and/or your Related Persons may not engage in the production or sale (at wholesale or retail) of any pizza, pasta~~,~~ or other food items similar to Approved Products (including any WingStreet product) assist a Competitor (a) within a 25-mile radius of any Pizza Hut Restaurant; (b) within any county where Pizza Hut Restaurants are situated; or (c) within 10 miles of any location in the United States at which a System Restaurant is operated. For 2 years after the FA expires or is terminated you and your Related Persons may not sell, assign or lease your Restaurant premises or Location to a Competitor.
s. Modification of the agreement	Sections 30.01	No modifications except by written agreement signed by the parties.
t. Integration/Merger clause	Section 29.01	Except as otherwise agreed by the parties in writing (e.g., in the 2016 Asset Partner Plan or the 2017 Transformation Amendment, as applicable), the FA, its Appendices, and all contemporaneous ancillary agreements constitute the entire agreement of the parties. This is not a disclaimer of representations made in this disclosure document.
u. Dispute resolution by arbitration or mediation	Section 36.06	Disputes relating to the FA (excluding those related to the Pizza Hut Marks, Confidential Information or money owed) are submitted to mediation under the National Franchise Mediation Program administered by the CPR International Institute for Conflict Prevention & Resolution ("CPR") or its successor. Mediation is only for disputes specific to you and not to issues that affect Pizza Hut franchisees generally.

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Provision	Section in Location Franchise Agreement	Summary
v. Choice of forum	Section 36.02, 36.06	Mediation is in the city where our principal place of business is located (currently, Plano, Texas); litigation is in the state, county and judicial district in which our principal place of business is located (currently, Collin County, Texas) (subject to state law). However, we may bring actions for monies owed, injunctive or other extraordinary or equitable relief, or involving possession, disposition, or other relief relating to the Restaurant(s) or Location(s), in any state or federal court that has jurisdiction.
w. Choice of law	Section 36.01	Texas law applies (subject to state law).

ITEM 18

PUBLIC FIGURES

We do not use any public figure to promote the franchise.

ITEM 19

FINANCIAL PERFORMANCE REPRESENTATIONS

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

Set forth below are historical data for certain domestic traditional Pizza Hut outlets owned and operated by franchisees ("Franchised System Restaurants").

I. MATURE FRANCHISED SYSTEM RESTAURANTS

The financial performance representations below provide certain information regarding the Franchised System Restaurants – of the Dine-In/Red Roof, RBD and Delco Delivery/Carry-out Restaurant Concept type – that were open and operating for at least one year as of the end date of the Reporting Periods dates listed in the chart below ("Mature Franchised System Restaurants"). We determine the concept type for each of the Mature Franchised System Restaurants as of February 24, 2025, or any earlier closure date, as applicable. Specifically excluded from the definition of Mature Franchised System Restaurants are those Delivery Based Restaurants ("DBR") / Fast Casual Delco ("FCD") System Restaurants; Carryout-only System Restaurants; seasonal System Restaurants; Express restaurants (for which franchises are offered under a separate disclosure document); any type of System Restaurant that operated for 24 or fewer days in each financial period, including those temporarily closed for extended periods for remodeling, maintenance, and otherwise; or, any type of System Restaurant other than traditional Dine-In/Red Roof, RBD and Delco Delivery/Carry-out System Restaurants. As of December 30, 2024, although there was a total of 5,214 Franchised System Restaurants, there were 5,059 Mature Franchised System Restaurants, and as of December 25, 2023, although there were a total of 5,300 Franchised System Restaurants, there were 4,835 Mature Franchised System Restaurants. Any Mature Franchised System Restaurant that closed during the Reporting Period in the table below is excluded from Restaurants included in such period.

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Mature Franchised System Restaurants of the Dine-In/Red Roof and RBD Restaurant Concept Type

Fiscal Year	Count	Average Gross Sales (Note 1)	Median Gross Sales
2024 (ended December 30, 2024)	2,007	$1,088,360	$1,027,406
2023 (ended December 25, 2023)	1,983	$1,065,167	$1,005,410

For the Reporting Period beginning December 26, 2023, and ending December 30, 2024, for the 2,007 Mature Franchised System Restaurants of the Dine-In/Red Roof and RBD Restaurant Concept Type, Average Gross Sales ranged from $263,921 to $3,111,502. A total of 860 (42.9%) of restaurants in this category exceeded the stated average of $1,088,360.

For the Reporting Period beginning December 27, 2022, and ending December 25, 2023, for the 1,983 Mature Franchised System Restaurants of the Dine-In/Red Roof and RBD Restaurant Concept Type, Average Gross Sales ranged from $266,559 to $3,153,860. A total of 848 (42.8%) of restaurants in this category exceeded the stated average of $1,065,167.

Mature Franchised System Restaurants of the Delco Delivery/Carry-out Restaurant Concept Type

Fiscal Year	Count	Average Gross Sales (Note 1)	Median Gross Sales
2024 (ended December 30, 2024)	3,052	$983,165	$936,719
2023 (ended December 25, 2023)	2,852	$981,015	$940,668

For the Reporting Period beginning December 26, 2023, and ending December 30, 2024, for the 3,052 Mature Franchised System Restaurants of the Delco Delivery/Carry-out Restaurant Concept Type, Average Gross Sales ranged from $258,098 to $2,871,378. A total of 1,357 (44.5%) of restaurants in this category exceeded the stated average of $983,165.

For the Reporting Period beginning December 27, 2022, and ending December 25, 2023, for the 2,852 Mature Franchised System Restaurants of the Delco Delivery/Carry-out Restaurant Concept Type, Average Gross Sales ranged from $187,239 to $2,638,739. A total of 1,281 (44.9%) of restaurants in this category exceeded the stated average of $981,015.

FY 2023 and FY 2024 Average Performance – All Mature Franchise System Restaurants

Fiscal Year	Count	Average Gross Sales (Note 1)	Median Gross Sales
2024 (ended December 30, 2024)	5,059	$1,024,898	$969,232
2023 (ended December 25, 2023)	4,835	$1,015,529	$964,911

For the Reporting Period beginning December 26, 2023, and ending December 30, 2024, for the 5,059 Mature Franchise System Restaurants, Average Gross Sales ranged from $258,098 to $3,111,502. A total of 2,207 (43.6%) exceeded the stated average of $1,024,898.

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For the Reporting Period beginning December 27, 2022, and ending December 25, 2023, for the 4,835 Mature Franchise System Restaurants, Average Gross Sales ranged from $187,239 to $3,153,860. A total of 2,119 (43.8%) exceeded the stated average of $1,015,529.

NOTES

1. “Average Gross Sales” is the mathematical average of the total annual cash or other payments received for the sale or use of any products, goods, or services that were sold from the System Restaurants included within the group, less applicable discounts, allowances, and sales taxes.

This Item 19 financial performance representation has been prepared based upon calculations which do not take into account any adjustment required pursuant to the Financial Accounting Standards Board’s accounting standards regarding revenue recognition related to loyalty program transactions. Under these standards, you may need to defer the recognition of a small percentage of your Gross Sales.

This financial performance representation represents the averages for certain subsets of all System Restaurants in the continental United States, Hawaii, and Alaska during the Reporting Periods. As is typical in our industry, our fiscal years include 13 four-week accounting periods.

A new franchisee’s financial results may differ from the stated financial performance representation. Each franchisee’s experience is unique and may vary depending on a number of factors, such as your experience, competition in your trade area, the physical condition of the included System Restaurants as compared to your System Restaurant(s), and employment and labor conditions in your trade area.

Some outlets have earned this amount. Your individual results may differ. There is no assurance that you’ll earn as much.

Written substantiation for this financial performance representation is available upon reasonable request.

Other than the preceding financial performance representation, PHLLC does not make any financial performance representations. PHLLC also does not authorize its employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, PHLLC 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 Melissa Reap, 7100 Corporate Drive, Plano, Texas 75024 and 972-338-7700, the Federal Trade Commission, and the appropriate state regulatory agencies.

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ITEM 20

RESTAURANTS AND FRANCHISEE INFORMATION

Table No. 1
System wide Outlet Summary
For Years 2022 to 2024[1]

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	2022	5295	5302	7
	2023	5302	5300	-2
	2024	5300	5214	-86
Company- Owned[2]	2022	22	21	-1
	2023	21	7	-14
	2024	7	23	16
Total	2022	5317	5323	6
	2023	5323	5307	-16
	2024	5307	5237	-70

[1] The figures in Tables No. 1 to 4 of this Item 20 are for our fiscal year ended December 30, 2024, and calendar years ended December 31, 2023 and December 31, 2022.

[2] Company-Owned Outlets are System Restaurants owned and operated by PHLLC or its affiliates.

Table No. 2
Transfers of Franchised Outlets to New Owners (Other than the Franchisor)[1]
For Years 2022 to 2024

Column 1 State	Column 2 Year	Column 3 Number of Transfers
Alabama	2022	2
	2023	0
	2024	0
California	2022	8
	2023	0
	2024	0
Georgia	2022	6
	2023	0
	2024	0
Idaho	2022	1
	2023	0
	2024	0
Illinois	2022	7
	2023	0
	2024	0

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Column 1 State	Column 2 Year	Column 3 Number of Transfers
Indiana	2022	1
	2023	5
	2024	5
Iowa	2022	0
	2023	6
	2024	0
Kansas	2022	0
	2023	0
	2024	2
Kentucky	2022	6
	2023	24
	2024	0
Maine	2022	14
	2023	0
	2024	0
Massachusetts	2022	3
	2023	0
	2024	0
Michigan	2022	3
	2023	0
	2024	0
Nebraska	2022	0
	2023	27
	2024	0
Nevada	2022	0
	2023	1
	2024	0
New Mexico	2022	0
	2023	3
	2024	0
New York	2022	5
	2023	7
	2024	0
Ohio	2022	116
	2023	30
	2024	30
Pennsylvania	2022	4
	2023	0
	2024	0
Rhode Island	2022	4
	2023	0
	2024	0
Texas	2022	5
	2023	44
	2024	0

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Column 1 State	Column 2 Year	Column 3 Number of Transfers
Vermont	2022	5
	2023	0
	2024	0
Virginia	2022	1
	2023	0
	2024	0
West Virginia	2022	24
	2023	0
	2024	0
Wisconsin	2022	31
	2023	0
	2024	0
Total	2022	246
	2023	147
	2024	37

[1] System Restaurants transferred (not franchise agreements) between franchisees. These figures do not include a transfer when the beneficial ownership of the franchise does not change; or transfers from PHLLC (or its affiliates) to a franchisee.

Table No. 3
Status of Franchised Outlets
For Years 2022 to 2024

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened (1*)	Col. 5 Termina-tions	Col. 6 Non-Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Opera-tions - Other Reasons (2*)	Col. 9 Outlets at End of the Year
Alabama	2022	106	6	0	0	0	3	109
	2023	109	4	0	0	0	3	110
	2024	110	2	0	0	0	7	105
Alaska	2022	8	1	0	0	0	1	8
	2023	8	1	0	0	0	1	8
	2024	8	0	0	0	0	0	8
Arizona	2022	120	5	0	0	0	4	121
	2023	121	3	0	0	0	6	118
	2024	118	1	0	0	0	2	117
Arkansas	2022	83	5	0	0	0	6	82
	2023	82	2	0	0	0	0	84
	2024	84	2	0	0	0	0	86

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Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened (1*)	Col. 5 Termina-tions	Col. 6 Non-Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Opera-tions - Other Reasons (2*)	Col. 9 Outlets at End of the Year
California	2022	352	1	0	0	0	6	347
	2023	347	1	0	0	0	12	336
	2024	336	1	0	0	0	17	320
Colorado	2022	91	0	0	0	0	8	83
	2023	83	5	0	0	0	2	86
	2024	86	1	0	0	0	0	87
Delaware	2022	4	0	0	0	0	0	4
	2023	4	0	0	0	0	0	4
	2024	4	2	0	0	0	0	6
Florida	2022	345	12	0	0	0	9	348
	2023	348	10	0	0	0	7	351
	2024	351	3	0	0	0	7	347
Georgia	2022	217	4	0	0	0	4	217
	2023	217	2	0	0	0	3	216
	2024	216	4	0	0	0	14	206
Hawaii	2022	30	1	0	0	0	3	28
	2023	28	2	0	0	0	2	28
	2024	28	1	0	0	0	0	29
Idaho	2022	36	0	0	0	0	1	35
	2023	35	2	0	0	0	2	35
	2024	35	0	0	0	0	2	33
Illinois	2022	160	4	0	0	0	3	161
	2023	161	4	0	0	0	6	159
	2024	159	2	0	0	0	11	150
Indiana	2022	172	2	0	0	0	5	169
	2023	169	12	0	0	0	5	176
	2024	176	2	0	0	0	21	157
Iowa	2022	72	0	0	0	0	2	70
	2023	70	1	0	0	0	1	70
	2024	70	1	0	0	0	0	71
Kansas	2022	157	2	0	0	0	9	150
	2023	150	2	0	0	0	7	145
	2024	145	2	0	0	0	3	144
Kentucky	2022	106	3	0	0	0	3	106
	2023	106	5	0	0	0	4	107
	2024	107	1	0	0	0	2	106
Louisiana	2022	138	5	0	0	0	3	140
	2023	140	3	0	0	0	5	138
	2024	138	0	0	0	0	3	135

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Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened (1*)	Col. 5 Termina-tions	Col. 6 Non-Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Opera-tions - Other Reasons (2*)	Col. 9 Outlets at End of the Year
Maine	2022	14	0	0	0	0	0	14
	2023	14	1	0	0	0	1	14
	2024	14	0	0	0	0	0	14
Maryland	2022	66	5	0	0	0	1	70
	2023	70	10	0	0	0	2	78
	2024	78	4	0	0	0	2	80
Massachusetts	2022	10	0	0	0	0	0	10
	2023	10	0	0	0	0	1	9
	2024	9	0	0	0	0	0	9
Michigan	2022	103	4	0	0	0	2	105
	2023	105	3	0	0	0	1	107
	2024	107	3	0	0	0	0	110
Minnesota	2022	68	1	0	0	0	0	69
	2023	69	2	0	0	0	2	69
	2024	69	1	0	0	0	1	69
Mississippi	2022	87	9	0	0	0	8	88
	2023	88	5	0	0	0	2	91
	2024	91	5	0	0	0	1	95
Missouri	2022	179	5	0	0	0	5	179
	2023	179	3	0	0	0	1	181
	2024	181	4	0	0	0	6	179
Montana	2022	34	1	0	0	0	1	34
	2023	34	0	0	0	0	1	33
	2024	33	0	0	0	0	1	32
Nebraska	2022	64	1	0	0	0	0	65
	2023	65	0	0	0	0	2	63
	2024	63	0	0	0	0	0	63
Nevada	2022	59	1	0	0	0	0	60
	2023	60	0	0	0	0	2	58
	2024	58	0	0	0	0	0	58
New Hampshire	2022	8	0	0	0	0	0	8
	2023	8	0	0	0	0	0	8
	2024	8	0	0	0	0	0	8
New Jersey	2022	45	3	0	0	0	3	45
	2023	45	3	0	0	0	3	45
	2024	45	4	0	0	0	0	49
New Mexico	2022	44	1	0	0	0	1	44
	2023	44	0	0	0	0	1	43
	2024	43	0	0	0	0	1	42

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Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened (1*)	Col. 5 Termina-tions	Col. 6 Non-Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Opera-tions - Other Reasons (2*)	Col. 9 Outlets at End of the Year
New York	2022	68	6	0	0	0	2	72
	2023	72	14	0	0	0	10	76
	2024	76	10	0	0	0	1	85
North Carolina	2022	220	8	0	0	0	5	223
	2023	223	3	0	0	0	7	219
	2024	219	3	0	0	0	6	216
North Dakota	2022	10	0	0	0	0	0	10
	2023	10	0	0	0	0	0	10
	2024	10	1	0	0	0	0	11
Ohio	2022	252	1	0	0	0	2	251
	2023	251	1	0	0	0	4	248
	2024	248	1	0	0	0	11	238
Oklahoma	2022	114	4	0	0	0	4	114
	2023	114	3	0	0	0	1	116
	2024	116	0	0	0	0	1	115
Oregon	2022	46	0	0	0	0	2	44
	2023	44	2	0	0	0	4	42
	2024	42	0	0	0	0	0	42
Pennsylvania	2022	139	5	0	0	0	2	142
	2023	142	9	0	0	0	2	149
	2024	149	10	0	0	0	3	156
Rhode Island	2022	4	0	0	0	0	1	3
	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
South Carolina	2022	111	4	0	0	0	4	111
	2023	111	2	0	0	0	5	108
	2024	108	0	0	0	0	3	105
South Dakota	2022	19	1	0	0	0	0	20
	2023	20	3	0	0	0	2	21
	2024	21	1	0	0	0	0	22
Tennessee	2022	132	5	0	0	0	3	134
	2023	134	2	0	0	0	3	133
	2024	133	0	0	0	0	4	129
Texas	2022	710	13	0	0	0	6	717
	2023	717	14	0	0	0	11	720
	2024	720	7	0	0	0	8	719
Utah	2022	49	3	0	0	0	2	50
	2023	50	1	0	0	0	4	47
	2024	47	1	0	0	0	17	31

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Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened (1*)	Col. 5 Termina-tions	Col. 6 Non-Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Opera-tions - Other Reasons (2*)	Col. 9 Outlets at End of the Year
Vermont	2022	5	0	0	0	0	0	5
	2023	5	0	0	0	0	0	5
	2024	5	0	0	0	0	0	5
Virginia	2022	154	5	0	0	0	9	150
	2023	150	4	0	0	0	6	148
	2024	148	3	0	0	0	5	146
Washington	2022	95	5	0	0	0	3	97
	2023	97	4	0	0	0	7	94
	2024	94	2	0	0	0	2	94
West Virginia	2022	49	0	0	0	0	0	49
	2023	49	0	0	0	0	1	48
	2024	48	0	0	0	0	1	47
Wisconsin	2022	110	2	0	0	0	1	111
	2023	111	6	0	0	0	5	112
	2024	112	4	0	0	0	11	105
Wyoming	2022	28	0	0	0	0	0	28
	2023	28	0	0	0	0	0	28
	2024	28	0	0	0	0	1	27
District of Columbia	2022	2	0	0	0	0	0	2
	2023	2	1	0	0	0	0	3
	2024	3	0	0	0	0	0	3
Total	2022	5295	144	0	0	0	137	5302
	2023	5302	155	0	0	0	157	5300
	2024	5300	89	0	0	0	175	5214

(1*) - This column includes new, relocated locations and locations acquired by franchisee from franchisor.
(2*) - This column includes closures due to low volume, lease expiration, relocated locations, etc.

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Table No. 4
Status of Company-Owned Outlets[1]
For Years 2022 to 2024

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Outlets Reacquired from Franchisee	Col. 6 Outlets Closed	Col. 7 Outlets Sold to Franchisee	Col. 8 Outlets at End of the Year
Indiana	2022	10	0	0	0	0	10
	2023	10	0	0	0	10	0
	2024	0	0	0	0	0	0
Kentucky	2022	5	0	0	1	0	4
	2023	4	0	0	0	4	0
	2024	0	0	0	0	0	0
Texas	2022	7	0	0	0	0	7
	2023	7	0	0	0	0	7
	2024	7	0	0	0	0	7
Utah	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	0	16	0	0	16
Total	2022	22	0	0	1	0	21
	2023	21	0	0	0	14	7
	2024	7	0	16	0	0	23

[1] Company-Owned Outlets are System Restaurants owned and operated by PHLLC or its affiliates.

Table No. 5
Projected Openings as of December 30, 2024, for the 2025 Fiscal Year

Column 1 State	Column 2 Franchise Agreements Signed But Outlet Not Opened	Column 3 Projected New Franchised Outlet in the Next Fiscal Year	Column 4 Projected New Company-Owned Outlet in the Next Fiscal Year
Alabama	0	2	0
Arizona	0	1	0
Arkansas	0	1	0
Connecticut	0	1	0
Delaware	0	1	0
Florida	0	7	0
Illinois	0	1	0
Iowa	0	3	0
Kansas	0	1	0
Kentucky	0	3	0

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Louisiana	0	3	0
Maryland	0	1	0
Massachusetts	0	3	0
Michigan	0	3	0
Mississippi	0	1	0
Missouri	0	1	0
Nevada	0	1	0
New Jersey	0	2	0
New Mexico	0	1	0
New York	0	14	0
North Carolina	0	2	0
North Dakota	0	1	0
Oklahoma	0	1	0
Oregon	0	1	0
Pennsylvania	0	5	0
South Carolina	0	2	0
Tennessee	0	6	0
Texas	0	8	0
Utah	0	1	0
Virginia	0	2	0
West Virginia	0	1	0
Total	0	81	0

A list containing the names, addresses, telephone numbers and locations owned by all Pizza Hut franchisees as of December 30, 2024, is attached to this disclosure document as Exhibit H-1. A list of the names, cities, states, business telephone numbers or, if unavailable, the last known home telephone numbers of all franchisees who have had their franchise terminated, cancelled or not renewed, or who otherwise voluntarily or involuntarily ceased to do business under their applicable franchise agreement during the fiscal year 2024, is attached as Exhibit H-2. The franchisees that have not communicated with us within ten weeks of the date of issuance of this disclosure document are also listed in Exhibit H-2.

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

There are no trademark-specific franchisee organizations associated with the franchise being offered which we have created, sponsored or endorsed.

The following, lists the name, address (to the extent the franchisee organization has informed us of it), telephone number, e-mail address and Web address of the only trademark-specific franchisee organization associated with the franchise being offered which is incorporated or otherwise organized under state law and has asked to be included in the disclosure document during the next fiscal year:

I.P.H.F.H.A., Inc.
Wichita, Kansas 316-685-1208 / 302-658-7581
www.iphfha.com

In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with us. You may wish to speak with current and former

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franchisees, however, be advised that not all such franchisees will be able to communicate with you.

ITEM 21

FINANCIAL STATEMENTS

Exhibit I contains the following consolidated financial statements of PH Guarantor, LLC and Subsidiary which comprise the consolidated balance sheets as of December 30, 2024 and December 25, 2023, and the related consolidated statements of income, member's equity, and cash flows for each of the years in the three-year period ended December 30, 2024, and the related notes to the consolidated financials.

ITEM 22

CONTRACTS

The following agreements are attached as Exhibits to this disclosure document:

Exhibit C-1	Location Franchise Agreement, Appendices, and State Amendments
Exhibit D	Release and Assignment
Exhibit E-1	Pepsi-Cola Beverage Supply and Marketing Agreement - Franchisee Adoption Agreement
Exhibit E-2	Comcast Adoption Agreement
Exhibit F	Confidentiality Agreement
Exhibit G	Pizza Hut Learning Management System Services and Support Agreement
Exhibit L	Dragontail Adoption Agreement
Exhibit M	HutBot Digital Program Agreement

ITEM 23

RECEIPTS

Exhibit O contains two copies of a detachable receipt.

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EXHIBIT A

LIST OF STATE AGENCIES

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(213) 576-7505

Sacramento

2101 Arena Blvd.
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(916) 445-7205

San Diego

1455 Frazee Road, Suite 315
San Diego, California 92108
(619) 610-2093

San Francisco

One Sansome Street, Suite 600
San Francisco, California 94104
(415) 972-8559

HAWAII

Business Registration Division
Department of Commerce
and Consumer Affairs
335 Merchant Street, Room 205
Honolulu, Hawaii 96813
(808) 586-2722

ILLINOIS

Franchise Bureau
Office of the Attorney General
500 South Second Street
Springfield, Illinois 62701
(217) 782-4465

INDIANA

Indiana Secretary of State
Securities Division, E-111
302 West Washington Street
Indianapolis, Indiana 46204
(317) 232-6681

MARYLAND

Office of the Attorney General
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202-2020
(410) 576-6360

MICHIGAN

Michigan Attorney General's Office
Consumer Protection Division
Attn: Franchise Section
G. Mennen Williams Building, 1st Floor
525 West Ottawa Street
Lansing, Michigan 48909
(517) 373-7177

MINNESOTA

Minnesota Department of Commerce
85 7th Place East, Suite 280
Saint Paul, Minnesota 55101
(651) 539-1600

NEW YORK

NYS Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, New York 10005
(212) 416-8236 Phone
(212) 416-6042 Fax

NORTH DAKOTA

North Dakota Securities Department
600 East Boulevard Avenue
State Capitol – Fourteenth Floor – Dept 414
Bismarck, North Dakota 58505-0510
(701) 328-4712

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Salem, Oregon 97310
(503) 378-4387

RHODE ISLAND

Department of Business Regulation
Division of Securities
John O. Pastore Complex
Building 69-1
1511 Pontiac Avenue
Cranston, Rhode Island 02920
(401) 462-9645

SOUTH DAKOTA

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

VIRGINIA

State Corporation Commission
Division of Securities
and Retail Franchising
1300 East Main Street, Ninth Floor
Richmond, Virginia 23219
(804) 371-9051

WASHINGTON

Department of Financial Institutions
Securities Division
P.O. Box 41200
Olympia, Washington 98504-1200
(360) 902-8760

WISCONSIN

Securities and Franchise Registration
Wisconsin Department of Financial
Institutions
4822 Madison Yards Way, North Tower
Madison, Wisconsin 53705
(608) 266-1064

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EXHIBIT B

LIST OF AGENTS FOR SERVICE OF PROCESS

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San Diego, California 92108
(619) 610-2093

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Department of Commerce and Consumer Affairs
Business Registration Division
Securities Compliance Branch
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(808) 586-2722

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Springfield, Illinois 62706
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INDIANA

Indiana Secretary of State
201 State House
200 West Washington Street
Indianapolis, Indiana 46204
(317) 232-6531

MARYLAND

Maryland Securities Commissioner
at the Office of the Attorney General
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202-2021
(410) 576-6360

MICHIGAN

Michigan Department of Commerce,
Corporations and Securities Bureau
P.O. Box 30054
6546 Mercantile Way
Lansing, Michigan 48909

MINNESOTA

Commissioner of Commerce
Minnesota Department of Commerce
85 7th Place East, Suite 280
St. Paul, Minnesota 55101
(651) 539-1600

NEW YORK

Attention: New York Secretary of State
New York Department of State
One Commerce Plaza,
99 Washington Avenue, 6th Floor
Albany, NY 12231-0001
(518) 473-2492

NORTH DAKOTA

Securities Commissioner
600 East Boulevard Avenue
State Capitol - Fourteenth Floor
Bismarck, North Dakota 58505
(701) 328-4712

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Department of Financial Institutions
Securities Division
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Tumwater, Washington 98501

WISCONSIN
Office of the Secretary
Wisconsin Department of Financial
Institutions
P.O. Box 8861
Madison, Wisconsin 53708-8861
(608) 261-9555

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EXHIBIT C-1

LOCATION FRANCHISE AGREEMENT AND STATE AMENDMENTS

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PIZZA HUT, LLC

LOCATION FRANCHISE AGREEMENT

Location Franchise Agreement

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PIZZA HUT, LLC

LOCATION FRANCHISE AGREEMENT

THIS LOCATION FRANCHISE AGREEMENT (this "**Agreement**") is entered into between Pizza Hut, LLC, a Delaware limited liability company with its principal office address at 7100 Corporate Drive, Plano, Texas 75024 ("**we**," "**us**," "**our**" or "**Franchisor**") and _____, a _____ whose principal address is _____ ("**you**," "**your**" or "**Franchisee**"), as of the date this Agreement is signed by us as set forth opposite our signature below (the "**Effective Date**").

The definitions of all initially capitalized terms not defined herein are set forth in Appendix A to this Agreement.

1. PURPOSE AND SCOPE OF THIS AGREEMENT

1.01 The Pizza Hut Businesses

A. The Pizza Hut System. We and our affiliates have developed a proprietary system (the "**System**") for opening and operating businesses (each a "**Business**") that operate Pizza Hut Restaurants (each also a "**System Restaurant**," a "**Restaurant**," or a "**franchised Restaurant**") specializing in the sale of Pizza Hut pizza, pasta, other Italian food products; WingStreet-branded chicken products and side dishes; and, other Approved Products. The System makes use of the Pizza Hut Marks that you are authorized to use pursuant to Section 2.01 below and additional or substitute Pizza Hut Marks which we may license you to use in the future (as provided in Section 16.05 below).

B. The Pizza Hut Standards. As detailed in Article 6 below, the Pizza Hut System features Brand Standards which you must comply with and which we may from time to time modify, add to or delete. The Brand Standards embrace and reflect the standards of speed, service, quality, appearance, food and beverage offerings and the preparation thereof, and other attributes which the consuming public has come to associate with the Pizza Hut Marks and authorized Pizza Hut Businesses and Restaurants. All Brand Standards or other terms of this Agreement that require certain operational processes, procedures and requirements are imposed to ensure the proper operation of authorized Pizza Hut Restaurants and protection of the standards associated with the Pizza Hut Marks. You understand and agree that our Brand Standards do not in any fashion reflect our control of the day-to-day operation of your franchised Businesses and its Pizza Hut Restaurant(s) but, instead, only reflect those standards, procedures and policies which you must follow in your exclusive day-to-day control and operation of your franchised Pizza Hut Businesses and its Restaurant(s) in order to ensure that the above-referenced standards of quality associated by the consuming public with the Pizza Hut Marks and Pizza Hut Businesses and Restaurants are at all times maintained.

1.02 System Restaurant Concepts

A. System Restaurant Concept Types. The Pizza Hut System embraces various types of authorized System Restaurant Concepts. We have the right to establish, add to, delete from or modify existing System Restaurant Concepts in the future. The Pizza Hut System currently embraces three types of authorized System Restaurant Concepts: (i) RBDs; (ii) DelCos; and, (iii) DBRs/FCDs.[1]

---

[1] Our original concept, the Pizza Hut "Red Roof" restaurant from which Pizza Hut pizza (and other Approved Products) are sold for dine-in and carryout consumption, is now retired and no longer operative except with respect to existing "Red Roof" restaurants previously franchised and subject to franchisee renewal or transfer activity to the extent permitted by the subject Pizza Hut Franchise Agreement governing such "Red Roof" restaurants.

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B. Your System Restaurant Concepts. The System Restaurant Concept(s) you are authorized to operate and the Location(s) thereof are identified in Appendix B to this Agreement. You must offer delivery via any method, platform, or system as we may require in accordance with all relevant Brand Standards at each such System Restaurant Concept you operate.

2. GRANT OF FRANCHISE

2.01 Grant of Franchise

A. Limited Grant.

1. We grant you, and you accept, the right to use the Pizza Hut Marks and the System during the Term in connection with establishing and operating a Pizza Hut Business which owns and operates one or more Pizza Hut Restaurants whose premises location(s) ("**Location(s)**"), the type(s) of System Restaurant Concept(s) authorized thereat and its/their required opening dates are identified in Appendix B.
2. You may not sub-franchise or otherwise grant to any other Person any interest in this Agreement or the franchise granted hereby, except as otherwise provided in this Agreement.
3. You understand that any Pizza Hut Restaurant we divest or otherwise sell to you, or is developed by you pursuant to a development agreement, even in the event of relocation (also known as an "**offset**") of such a restaurant, constitutes a Pizza Hut Restaurant we have sold to you in connection with this Agreement.
4. Except as otherwise specifically permitted by this Agreement, you may not conduct any business using any element of the Pizza Hut System at any location other than the Location(s) identified in Appendix B.
5. You understand that nothing in this Agreement is intended to guarantee you the right to operate more than one Pizza Hut Restaurant, and the grant of the right to operate a second or subsequent Pizza Hut Restaurant under this Agreement is subject to our prior written approval and must be reflected on an updated Appendix B.

B. Changes to the Pizza Hut Marks and System. You agree to use the Pizza Hut Marks and System as we may change, improve, modify or further develop them from time to time as provided in this Agreement, and to operate your Business and its Restaurant(s) in accordance with the terms and conditions of this Agreement, any related agreements and the Brand Standards.

3. PROTECTED RADIUS

3.01 Protected Radius

A. Subject to your (i) compliance with all Brand Standards, (ii) your fulfilling delivery orders to National, Regional and Institutional Accounts (as required by Section 3.04 below) and (iii) your providing Adequate Delivery Service (as required by Article 10 below), during the Term we will not develop or operate, or allow any other franchisee or licensee to develop or operate, any System Restaurant(s) of the type of System Restaurant Concept(s) franchised hereunder at the Location(s) or at any point within 500 yards of the Location(s) (the "**Protected Radius**").

B. This restriction applies only to our owning, franchising or licensing the type of System Restaurant Concept you are operating at the Location(s) at issue and we are free to own,

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franchise or license any other type of System Restaurant Concept within the Protected Radius of such Location(s) and, outside of your Protected Radius, own, franchise or license any of our System Restaurant Concepts (including yours) at any location whatsoever, including immediately proximate to your Protected Radius. These restrictions will terminate immediately upon the expiration or termination of this Agreement for any reason.

3.02 Your Delivery Area

Your Delivery Area(s) is/are the area(s) identified in Appendix B or the Modified Delivery Area(s) if your Delivery Area(s) is/are changed pursuant to Section 10.01 below. As long as you provide Adequate Delivery Service throughout the Delivery Area(s), we will not provide delivery service, and will not allow any other licensee or franchisee to provide delivery service, for Approved Products using the Pizza Hut Marks to any point within the Delivery Area except as specifically provided below.

3.03 Your Restrictions

A. Approved Products. Except as specifically provided below and/or unless you receive our prior written consent, your franchised Pizza Hut Business may only offer and sell its Approved Products and other approved products and services in, at and from your Restaurant(s) at the Location(s) identified in Appendix B.

B. Distribution Methods and Channels. Unless you receive our prior written consent, which we may withhold for any or no reason, you may not offer and sell any of your franchised Restaurant's Approved Products or other products or services through any means or manner other than your franchised Restaurants, including alternative method or channel of distribution whatsoever, at wholesale, retail, or otherwise.

C. Retail Sale. You may only engage in the Retail Sale of Pizza Hut System Approved Products and other approved food, beverages and other products or services. You are prohibited from engaging in the Wholesale Sale or Distribution of any such Approved Products or other food, beverages, or other products and services which your franchised Restaurant(s) is required or permitted to sell under this Agreement, or any component or ingredient of any of the foregoing which now or in the future constitutes part of the System.

3.04 Rights We Reserve

A. Other System Restaurant Concepts. You understand and agree that we and/or our affiliates may, within, outside or immediately proximate to your Protected Radius (except as we are restricted by Section 3.01 and Section 3.02 of this Agreement), engage in any business activity and deploy any business concept whatsoever and use our Pizza Hut Marks or any other names or marks owned or developed by us or our affiliates in connection with other concepts and business activities, so long as within your Protected Radius such other business does not operate under the Pizza Hut Marks the type of System Restaurant Concept(s) franchised to you hereunder. You further understand and agree that this Agreement does not confer upon you any right to participate in or benefit from such other concepts or business activities, regardless of whether they are conducted under the Pizza Hut Marks or not. Our and our affiliates' rights to engage in other business activities are specifically reserved and may not be qualified or diminished in any way by implication.

B. Alternative Distribution Methods. In addition, you understand and agree that we and/or our affiliates alone have the right to offer and sell within and outside your Protected Radius, under the Pizza Hut Marks and/or other names or marks, at wholesale, retail or otherwise, any and all Approved Products and other food, beverage, or other products and services and/or their

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components or ingredients (including those used or sold by your franchised Business), whether or not a part of the System, through any alternative method or channel of distribution whatsoever, at wholesale, retail or otherwise, except for a Pizza Hut Restaurant of the type of System Restaurant Concept you are operating within your Protected Radius.

C. Nontraditional Locations. You also understand and agree that we and/or our affiliates have the right to offer and sell (directly, or through other franchisees or licensees) Pizza Hut System Approved Products or other Approved Products services and programs at any and all nontraditional locations (as defined below), including nontraditional locations which may be partially or wholly situated within your Protected Radius, through the establishment of mobile units, concessions, "shop-in-shops," System Restaurants or otherwise and that, by contrast, you are precluded from engaging in such activity absent our prior written consent (which we may withhold for any or no reason).

D. Organizational or Institutional Customers. We may (and you may not without our prior written consent) enter into agreements to deliver Pizza Hut Approved Products and other System-approved food, beverages and other products to National, Regional and Institutional Accounts, which are organizational or institutional customers whose presence is not confined to your Protected Radius. These include (by way of example only): business entities with offices or branches situated both inside and outside your Protected Radius; government agencies, branches or facilities; guest lodging networks; healthcare networks; the military; and, any other customer whose presence is not confined to your Protected Radius. Only we will have the right to enter into contracts with such National, Regional and/or Institutional Accounts. If we receive orders for any Pizza Hut Restaurant Approved Products or other System-approved food, beverages or other approved products calling for delivery in your Delivery Area, then we may require you to fulfill such orders at the price we agree on with the customer. The procedures governing our National, Regional and Institutional Accounts program are set forth in our Brand Standards. Notwithstanding anything the contrary herein, you may deliver Pizza Hut Approved Products and other System-approved food, beverages and other products to guest lodging networks, healthcare networks and schools at any time during which we do not maintain such relationships.

E. Waiver. You waive and release any claims, demands or damages arising from or related to any of the above activities described in this Section 3.04 and promise never to begin or join in any legal action or proceeding, or register a complaint with any government entity, directly or indirectly contending otherwise.

4. TERM AND RENEWAL

4.01 Initial Term

The initial term ("**Initial Term**") of this Agreement will begin on the Effective Date and will continue until ten (10) years from the opening date of the Restaurant (unless this Agreement is sooner terminated in accordance with its provisions). If more than one Pizza Hut Restaurant is subject to this Agreement (as identified in Appendix B), then the Initial Term of this Agreement as to any such additional Restaurant will be ten (10) years from the opening date of each such Restaurant (as also identified in Appendix B). The parties will mutually determine whether offsets of existing restaurants assume the remainder of the Initial Term of the restaurant they replace or receive their own Initial Term.

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4.02 Renewal Term and Renewal Agreement

A. Renewal Right. You will have the right to enter into two consecutive successor Pizza Hut Franchise Agreements for your Restaurant(s) (each a "**Renewal Franchise Agreement**"), each featuring a term of five (5) years (each a "**Renewal Term**"), if you have complied with the procedures and satisfied the conditions for renewal specified in Article 22 below.

B. Renewal Term. The first Renewal Term (if any) will begin on the day that the Initial Term expires and the second Renewal Term (if any) will begin on the date that the first Renewal Term expires. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "**Term**" of this Agreement. If more than one Pizza Hut Restaurant is embraced by this Agreement and the required opening dates thereof are staggered beyond the required opening date for your first franchised Restaurant (as identified in Section 8.01 of this Agreement and identified in Appendix B hereto), then the Renewal Term of each such Restaurant shall be five (5) years commencing on the expiration of the Initial Term for such Restaurant (with respect to the first Renewal Term) and another five (5) years following the expiration of the first Renewal Term for such Restaurant (with respect to the second Renewal Term).

C. Renewal Agreement. The first Renewal Franchise Agreement will supersede this Agreement and the second Renewal Franchise Agreement will supersede the first Renewal Franchise Agreement. Renewal Franchise Agreements may not take the form of this Agreement but, instead, may each take the form of our then-current franchise agreement and may materially vary from this Agreement in all respects, except that no Initial Franchise Fee will apply to you; your Protected Radius will remain the same; the limited renewal rights identified in this Agreement will be incorporated (as applicable); and, the Monthly Service Fees on renewal will not be greater than those we then impose on similarly situated renewing franchisees.

5. PIZZA HUT RESTAURANT SITE SELECTION, CONSTRUCTION, TRADE DRESS AND LEASE REQUIREMENTS

5.01 Restaurant Location

A. Permitted Location Purpose. Except as provided in Section 5.08, you may operate your franchised Pizza Hut Restaurant(s) only from your approved Location(s), as identified in Appendix B, and may use said Location(s) for no other purpose than the operation of your franchised Pizza Hut Restaurant(s).

B. Site Selection and Approval.

1. You must secure our approval of any proposed Location. If you have done so before the execution of this Agreement, then the address of that Location will be set forth on Appendix B to this Agreement. If you have not proposed and secured our approval of a Location prior to the execution of this Agreement, then you will follow the procedures set forth in our Brand Standards (including site selection criteria, specifications, requirements and restrictions) and submit to us your proposed Location(s) for our advance written approval. Our determination will be final.

2. It is of the essence to this Agreement that you select your Location(s), identify it/them to us, obtain our advance written approval and sign a lease approved by us (or provide proof of ownership) for your Location(s) in accordance with the Brand Standards and the required time frames set forth therein.

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3. You acknowledge and agree that any advice we furnish regarding site selection and our proposal, inspection and/or approval of any Location(s) will not constitute, and will not be deemed to constitute, our express or implied representation, warranty, guarantee or any other indication of the prospective profitability, viability or merit of the Location(s).

5.02 Location Lease

A. Lease Approval. If you will be leasing the Location(s), then promptly following our written approval of your proposed Location site(s), you agree to obtain a lease or sublease for the Location(s) which, unless we otherwise approve the lease in advance, must be accompanied by a rider incorporating the requirements specified in Appendix D to this Agreement. You agree to deliver us a copy of any proposed lease or sublease and related documents (collectively, the "**Lease**") before you execute the Lease. Any Lease will be subject to our advance written approval, which we will not unreasonably withhold or delay, provided, however, that we expressly reserve the right to disapprove any Lease solely to the extent not accompanied by a rider or similar provisions embracing all of the provisions of Appendix D. If we do not communicate our approval or disapproval of a proposed Lease to you within twenty (20) business days following our receipt of the proposed Lease, and if the Lease is accompanied by a rider containing the required provisions of Appendix D, then the Lease will be considered approved.

B. Lease Limitations. You may not, in any Lease, create any obligations or grant any rights against us or our affiliates or agree to any term, condition or covenant which is inconsistent with this Agreement or any related agreement. You also acknowledge and agree that you are bound by the terms, conditions, covenants and obligations of the Lease. You may not assign, transfer or encumber your Lease or sublet all or any part of the Location(s) without our advance written approval, which approval shall not be unreasonably withheld, except that you may transfer a Lease in connection with the sale of your Business or its subject Restaurants to another Pizza Hut franchisee approved by us.

5.03 Construction of Your Pizza Hut Restaurant(s)

A. Compliance with Our Brand Standards.

1. After acquiring the Location(s) by lease or purchase, you shall at your expense construct your Pizza Hut Restaurant(s) or, if applicable, convert the existing premises at the Location(s) to a Pizza Hut Restaurant(s) in conformity with final plans and specifications which we have approved and/or specify in our Brand Standards.

2. Our Brand Standards may or will furnish you with a sample layout for the interior of a Pizza Hut Restaurant of the System Restaurant Concept you will operate at the Location and a set of typical preliminary plans and specifications for, and approved sources of supply of, your Restaurant(s) furniture, fixtures, equipment, signs and/or other trade dress elements. We reserve the right to be (and earn a profit as) an approved source or the only approved source of certain of your Restaurant(s) furniture, fixtures, equipment, equipment and/or other trade dress elements. If we have not specified a source of supply for any such item, then you may purchase that item from any source, so long as the items purchased are in strict accordance with any specifications concerning the item which we have issued in the Brand Standards. You must obtain our advance written consent before deviating in any fashion from our specifications or Brand Standards.

3. You must follow all Brand Standards applicable to the construction of your Restaurant(s) including those regarding the requirement that you obtain all necessary permits, licenses, variances and approvals pertaining to the building, occupancy, signs, utilities, zoning, use

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and any other permits, approvals or variances which are necessary to permit the construction and use of your Pizza Hut Restaurant(s) as may be required by Applicable Law, and you must certify to us in writing that all of the foregoing have been obtained. You must also engage a general contractor and maintain in force insurance during the entire period of construction as set forth in the Brand Standards. Your indemnification of us and the other Franchisor Parties extends to each and every activity arising from or related to the construction of your franchised Pizza Hut Restaurant(s). You understand and agree, and promise never to contend or assert otherwise, that our approval of your final plans for your Pizza Hut Restaurant(s) does not render us liable for any defects, neglects, omissions, errors or negligence associated with such plans and shall not in any fashion be construed to diminish or negate your indemnification of us and the other Franchisor Parties nor render us liable in any fashion or to any extent for any liabilities engendered thereby.

B. Construction Timeline and Reporting. You must use all commercially reasonable efforts to complete the construction or conversion of your Pizza Hut Restaurant(s) promptly in accordance with your asset upgrade schedule or Section 8.01 of this Agreement, whichever is applicable. You must provide us with comprehensive information regarding all phases of the development process of such Pizza Hut Restaurant(s) as we may require, such as weekly progress reports, in the format we designate. Information we may request is identified in the Brand Standards.

C. Our Right to Inspect. You hereby grant us reasonable access to your Pizza Hut Restaurant Location(s) while work is in progress. We may require any reasonable modifications of the construction of your Restaurant(s) that we consider necessary or desirable in our reasonable business judgment. When construction is complete and before you open your Restaurant(s), your architect and general contractor must provide us with certificates stating that the as-built plans for the Restaurant(s) fully comply with the ADA; the architectural guidelines under the ADA; and, all other laws, rules, regulations, codes and ordinances applicable to the Restaurant(s) and the Location(s), including any requirements set forth in the lease(s) for the Location(s).

D. Operation Start Date. You must begin operation of each new franchised Restaurant(s) within 30 days after completion of construction and you must give us at least ten days prior written notice before beginning operations.

E. Post-Opening Construction, Renovations or Refurnishing. The requirements imposed herein will also apply to any construction, remodeling, renovation or refurnishing of your Pizza Hut Restaurant(s) at any time after it/they open.

5.04 Maintaining Your Pizza Hut Restaurant(s) and Location(s)

You shall at all times maintain at your sole expense the interior and exterior of your franchised Pizza Hut Restaurant(s) and the Location(s), and any other facilities used by your franchised Business, in first class condition and repair, and in compliance with all applicable laws, rules, regulations and our Brand Standards, except to the extent that we may otherwise expressly agree in writing.

5.05 Identification

You must maintain at all times signage identifying your franchised Restaurant(s) as a Pizza Hut Restaurant(s), and giving any other information we require, as mandated in our Brand Standards (unless you demonstrate good cause why you cannot do so in all respects and we consent in writing in advance to any non-conformance).

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5.06 Asset Standards and Required Upgrades

A. Required Upgrades. You must perform such asset upgrades, including Major Remodels, Minor Remodels, Rebuilds and Relocations, as those terms are defined in Appendix A, as we may direct from time to time, in accordance with our Brand Standards and the specifications set forth therein.

B. Upgrade Exceptions. Notwithstanding the foregoing: (i) except as otherwise provided in Sections 18.04 and 22.01, we will not require a Minor Remodel or a Major Remodel of an existing Restaurant less than five (5) years after such Restaurant, as applicable, was either newly constructed or last underwent a Minor Remodel, a Major Remodel, a Rebuild or a Relocation, and (ii) except as otherwise provided below in Sections 18.04 and 22.01, we will not require a Rebuild or Relocation of an existing Restaurant less than ten (10) years after such Restaurant last underwent a Rebuild or Relocation.

C. Changes to the Brand Standards. We retain the right at any time and with any frequency in our sole discretion to adopt and impose new Brand Standards requiring improvements to your franchised Restaurant(s) including new equipment, new smallwares and new technology, which may require certain structural alterations and/or accommodations but are not exclusively structural in nature.

5.07 Relocation of Your Pizza Hut Restaurant(s)

You may not relocate your Pizza Hut Restaurant(s) to another location without first obtaining our written approval for the new location and complying with all of the provisions of this Article 5 and our then-current Brand Standards. As part of your request, you must supply us with justification for the relocation including (the expiration of any existing lease or changed demographics) and any other information we request. No new Initial Franchise Fee will be required so long as your relocated Restaurant opens within twelve months of your existing Restaurant's closure or such other time, if any, as the parties may agree; if not, then such failure will constitute a breach of this Agreement and we reserve the right to either impose our then-current Initial Franchise Fee for your relocated Restaurant or terminate this Agreement upon notice to you granting a 30 day opportunity to cure your breach. If you relocate any Pizza Hut Restaurant(s) with our approval subject to the terms of this Section 5.07, then the new location will be the Location of the franchised Restaurant and this Agreement will govern same in all respects. Any relocation will be at your expense.

5.08 Satellites

You must obtain our advance written approval for any Satellite following the procedures set forth in our Brand Standards and must operate any Satellites in accordance with the requirements governing same set forth in our Brand Standards. We may prohibit certain activities contemplated by this Agreement from being engaged in, at or from any Satellite.

5.09 Time Is Of the Essence

Subject to the provisions of Article 27 of this Agreement, time is of the essence with regard to each and every requirement of this Article 5.

6. BRAND STANDARDS

6.01 Brand Standards

A. We have promulgated (and may from time to time hereafter add to, modify or delete from) brand standards (which we may set forth in a manual or communicate elsewhere) which, among other things, set forth required standards, specifications, procedures and

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requirements for operating each type of System Restaurant Concept; the Approved Products and other food and beverage items, products, programs and services which your franchised Business and Restaurant(s) are authorized and required to offer; preparing, offering, ordering and delivering Approved Products and other food, beverage and related items; required technology; policies for the registration, use, content, or management of online presences, or other technology systems, solutions, or products; requirements pertaining to customer data; signs, trade dress and other Restaurant characteristics; sale, marketing, and promotional programs; staffing levels; days and hours of operation; methods of payment and currencies that your Restaurants may or must accept from customers; participation in market research and testing and product development programs; participation in gift card and loyalty card programs; menus and pricing; bookkeeping, accounting, data processing and record keeping systems and forms; types, amounts, terms, and conditions of insurance coverage required for your Restaurants; participation in quality assurance and customer satisfaction programs; and otherwise developing, establishing, equipping, managing and operating Pizza Hut Restaurants (collectively and without limitation, the "**Brand Standards**"). Our Brand Standards also include standards of usage for the Pizza Hut Marks and other standards intended to ensure the consistency of the System Restaurant Concepts.

B. We may from time to time add to, delete, or change the Brand Standards and you must comply with any such Brand Standard additions, deletions or modifications as provided below.

C. All now or hereafter established Brand Standards will remain our exclusive property and subject to the confidentiality provisions of Article 21 of this Agreement.

D. We have the sole authority to promulgate, interpret and enforce, as we deem necessary, all current or hereafter developed Brand Standards.

E. In addition to the Brand Standards, we may issue guidelines and recommendations designed to provide you with information and/or insight as to our current thinking about various business issues or strategies. Such guidelines and recommendations are not part of the Brand Standards, are not contracts, and do not create any contractual or other binding obligation on either you or us.

6.02 Furnishing the Brand Standards to You

A. We will furnish to you, at no charge, a complete set of the Brand Standards applicable to each type of System Restaurant Concept(s) franchised under this Agreement. We may do so through any now or hereafter developed print, electronic or other media capable of conveying the Brand Standards.

B. You acknowledge that we are the owner of all proprietary rights in the Brand Standards and all intellectual property rights connected therewith (including common law copyright) and that you are acquiring no property or other right to the Brand Standards other than a license to use them and comply with them during the Term of this Agreement. You agree to ensure at all times that your Brand Standards content is current and up-to-date.

6.03 Compliance with the Brand Standards, System and This Agreement

A. Your franchised Pizza Hut Business and the Pizza Hut Restaurant(s) it operates must comply at all times with every provision of this Agreement, the System and the Brand Standards, unless we agree to a variance in writing. You may not use the System, the Pizza Hut Marks or the Brand Standards for the benefit of any business other than the franchised Business,

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its Restaurant(s), or any other Pizza Hut Restaurant(s) operated by you or your Affiliates pursuant to another agreement with us. You may not conduct (or permit anyone else to conduct) any business at your franchised Restaurant(s), other than as provided in this Agreement, without first obtaining our prior written consent, which we may withhold for any reason or no reason, other than as provided in this Agreement. You acknowledge, understand and agree that your strict compliance with the System, this Agreement and the Brand Standards are of the essence to this Agreement and are critically important to you, us and all other Pizza Hut franchisees, since your failure to adhere to the System, this Agreement and/or the Brand Standards may damage the reputation and goodwill enjoyed by the Pizza Hut Restaurant network and the Pizza Hut Marks.

B. To the extent that we have furnished to you, or otherwise permitted you to inspect, the Brand Standards prior to your execution of this Agreement, you hereby irrevocably affirm and attest that you have reviewed our Brand Standards in detail and in their entirety; that the Brand Standards are commercially reasonable in all respects; that the Brand Standards do not in any fashion exceed our ability to promulgate Brand Standards under this Agreement.

6.04 Modifications to the System and Brand Standards

In the exercise of our reasonable business judgment, we may from time to time modify components of the Pizza Hut System and requirements applicable to you by means of revised Brand Standards including but not limited to adding to, deleting from or modifying those Approved Products and other food and beverage items, products, programs and services which your franchised Business and Restaurant(s) is authorized and required to offer; altering System policies, procedures, methods and requirements; modifying or substituting required equipment, technology, signs, trade dress and other Restaurant characteristics that you will be required to adhere to (subject to the limitations set forth in this Agreement); requirements pertaining to capturing and relaying to us customer information and data; and, changing, improving, modifying or substituting one or more of the Pizza Hut Marks. You agree to implement any such System modifications and/or revised Brand Standards as if they were part of the System at the time you entered into this Agreement. You acknowledge that because uniformity under many varying conditions may not be possible or practical, we reserve the right to materially vary our Brand Standards or franchise agreement terms for any particular franchised Business based on the timing of the grant of the franchise, the peculiarities of the particular market area or circumstances, business potential, population, existing business practices, other non-arbitrary distinctions or any other condition which we consider important to the successful operation of the franchised Business. You will have no right to require us to disclose any variation or to grant the same or a similar variation to you.

7. TRAINING AND ASSISTANCE

7.01 Initial Training Program

A. Qualified Operators. You and each of your Qualified Operators must attend and successfully complete all of our required initial training programs ("**Initial Training Program**" or, currently, "**First Slice**", including any additional or successor program(s) we may introduce), the substance and content of which we will provide at no additional expense for one initially appointed Qualified Operator of your franchised Business who we require to complete such training (except, as provided below). Currently, successful completion of First Slice requires at least the following: your attendance (including all personnel we may require) at all "one-on-one" meetings with designated Pizza Hut functional leaders; your attendance (including all personnel we may require) at all Pizza Prep classes at or near our corporate headquarters; your completion (including all personnel we may require) of in-restaurant training at a time we designate; and your satisfaction (including all personnel we may require)

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of all portions of the First Slice Onboarding Checklist. If, following any such Initial Training Program (including re-enrollment training), we determine in our business judgment that you and/or your Qualified Operators have failed to attend or successfully complete our applicable Initial Training Program to our satisfaction, we reserve the right to require remediation.

B. Restaurant Managers. You must ensure that your Restaurant managers complete training (on an initial and ongoing basis as we may require) in accordance with our Brand Standards.

C. Training Costs.

1. The cost of the Initial Training Program is included in the initial franchise fee for one Qualified Operator. You must pay us an additional charge for providing our Initial Training Program to subsequent personnel, whether required or at your request, including additional or successor Qualified Operators. We will determine the date of commencement, location, duration and content of the Initial Training Program and notify you of them.

2. Under no circumstance will any of your trainees be deemed to be our employees or compensated by us in connection with any work they may perform or services they may render in the course of participating in any of our training programs, and we will not reimburse you for the same. At all times, you must pay all of the expenses incurred by your trainees or attendees in connection with any training, conferences, conventions or other meetings they attend, including their salaries, transportation costs, meals, lodging and other living expenses.

D. Changes to the Training Programs. We may alter or enhance the content and/or components of First Slice at our discretion. We reserve the right at all of our training programs to determine the duration of such programs, what subjects are included in the curriculum of our training programs and to train any number of individuals from any number of Pizza Hut Businesses, whether franchised or otherwise affiliated with us, at the same time. We reserve the right to furnish segments of our training programs by means of a company intranet or other electronic mode of communications (such as web based tutorials, video streaming or through other now or hereafter developed media).

7.02 On-Site Training or Assistance

You may request on-site training or assistance at any time in accordance with guidelines we may specify in the Brand Standards or otherwise. We will not be obligated to provide on-site training or assistance, but if we elect to do so, we may impose a reasonable fee for each day of on-site training or assistance we agree to provide. The timing of all advice, consultation and training provided for in this Agreement will be subject to the availability of our personnel.

7.03 On-Going Training

A. We may from time to time develop additional training programs which your Qualified Operator and your Restaurant manager(s) must attend and successfully complete. We will determine the duration, curriculum and locations of these future additional training programs, which may be conducted in person or by means of a company intranet or other electronic means of communication (such as web based tutorials, video streaming or through other now or hereafter developed media). We reserve the right to charge our then-current training fees for such programs.

B. In addition, we may from time to time conduct conferences, conventions or training session programs. Your Qualified Operator and, at our election, your Restaurant manager(s) and

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other personnel we reasonably designate must attend each such annual conference, convention or training session at your sole expense (including salaries, travel, lodging, food and other living expenses).

7.04 Field Support Services

After you opened your Pizza Hut Restaurant(s), we may from time to time offer you field support services, supervision and/or assistance that we consider advisable through on-site visits, off-site sessions, telephonic, electronic or other communication modes. You may also reasonably communicate with our headquarters for consultation and guidance with respect to the operation and management of your Pizza Hut Business and its Restaurant(s). The timing of our field support and headquarter consultation services will be subject to the availability of our personnel.

7.05 Delegation of Performance

You agree that we have the right to delegate the performance of any portion or all of our obligations under this Agreement to third-party designees, whether these designees are our agents or independent contractors with whom we have contracted to perform these obligations.

8. OPENING DATE; COMPLIANCE WITH LAW; YOUR PARTICIPATION IN THE BUSINESS

8.01 Opening Date

A. You must fulfill all of your pre-opening obligations set forth in this Agreement, the Brand Standards and other written notices from us, and open your franchised Restaurant(s) to the general public, no later than six (6) months following the Effective Date or, with respect to Restaurants beyond your first which are embraced by this Agreement (if any), such other date(s) as may be specified in Appendix B (which will be within 12 months after receiving our approval of the Location site), subject to the occurrence of an event of Force Majeure. Time is of the essence.

B. You will not be permitted to open any Restaurant(s) without our prior written approval, which we will not unreasonably withhold. Prior to the opening date, you must:

1. Obtain all required state, local and other required government certifications, permits and licenses, furnish to us copies of all such required permits and licenses.

2. Furnish to us copies of all insurance policies required under this Agreement.

3. Attend and successfully complete our Initial Training Program to our satisfaction (as provided in this Agreement).

4. Pay us or our affiliates any amounts due through the date that you request our approval to open.

5. Not be in default under any agreement with us or any affiliate of ours (excluding an affiliate which administers a separate franchise network).

6. Not be in default under, but instead be current with, all contracts or agreements with your principal vendors, suppliers and other business creditors (including the lessor or sublessor of your Location(s), us and our affiliates).

7. Comply in all respects with the pre-opening obligations set forth in this Agreement, the Brand Standards or other written notices we may furnish to you.

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C. You must send us a written notice of the actual opening date of each Restaurant franchised hereunder concurrent with such opening.

8.02 Compliance with Applicable Law

You agree to adhere to the highest standards of honesty, integrity and fair dealing in all dealings with the public and to operate your Pizza Hut Business and its Restaurant(s) in strict compliance with Applicable Law, including Anti-Terrorism Laws and PCI compliance standards. You agree that you will not hire, retain, employ or otherwise engage the services of any individual or entity in contravention of any Anti-Terrorism Law or any other law. You further agree to obtain and keep in good standing all licenses, permits and authorizations required by Applicable Law. In connection with such compliance efforts, you agree not to enter into any prohibited transactions and to properly perform any currency reporting and other activities relating to your Restaurant(s) as may be required by us or by law. You confirm that you, your owners, employees, agents, and representatives are not presently listed (nor has any such individual previously been listed) on the U.S. Treasury Department's List of Specially Designated Nationals, the Annex to Executive Order 13224 (the Annex is currently available at http://www.treasury.gov), or in any other governmental list which prohibits us or you from dealing with such individuals, and agree not to hire any person so listed or have any dealing with a person so listed. You are solely responsible for ascertaining what actions must be taken by you to comply with all such Applicable Laws, and specifically acknowledge and agree that your indemnification responsibilities as provided in Section 14 pertain to your obligations hereunder.

8.03 Management and Operation of the Business

A. Your Participation. You agree to participate in the general management of the franchised Business. You further agree to ensure that, at all times, there is qualified and competent management of the day-to-day operation of the franchised Business. You agree to devote your time, attention and best efforts to the performance of your obligations under this Agreement, all ancillary documents relating to this Agreement and all other agreements which may now or hereafter be in effect between us (or any affiliate) and you (or any affiliate). If you are licensed to operate more than one Business, then you agree to devote such amount of your time and attention to the performance of your duties as is necessary for the proper and effective operation of each such Business.

B. Your Qualified Operators. You must designate, and at all times maintain, one or more Qualified Operators (in such number as we require) to devote all appropriate time, attention, and best efforts to the performance of your obligations under this Agreement, all ancillary documents relating to this Agreement and all other agreements which may now or hereafter be in effect between us (or any affiliate) and you (or any affiliate). The number of Qualified Operators is determined in accordance to the size and scope of your Business. If your entity's principal owner is an individual, then such individual may serve as a Qualified Operator.

C. Qualified Operator Approval.

1. Each of your Qualified Operators must be approved by us, and such approval shall not be unreasonably withheld. To secure our approval, your Qualified Operators must: (i) at minimum, meet all of our then-current requirements for Qualified Operators (including the requisite Ownership Interest stake in the franchised Business for such individuals) as we may articulate in the Brand Standards or elsewhere, including any training as we may deem necessary; (ii) attend and successfully complete our Initial Training Program and any other training as we may require of a Qualified Operator according to the specifics of your franchised Business; and (iii) demonstrate to our satisfaction (both at the time of approval and on a continuing basis thereafter) that he/she satisfies our educational,

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managerial and business standards, and has the aptitude and ability to conduct, operate and supervise your franchised Business.

2. If your Qualified Operator is not your entity's principal owner, then before designating a Qualified Operator, you must identify such individual to us; furnish information to us regarding the candidate's background, experience and credentials; and, secure our prior written approval of the candidate, which we will not unreasonably withhold or deny.

3. The approval status for any given Qualified Operator remains subject to revocation at all times upon our review of your franchised Business's performance, compliance with Brand Standards, and/or changes to your franchised Business throughout the life of this Agreement.

D. Replacing Your Qualified Operator. Upon the death, disability, or termination of employment of your Qualified Operator(s), for any cause or reason, you must immediately notify us. You must designate a successor or acting Qualified Operator promptly and, in any event, no later than thirty (30) days following the death, disability, or termination, of the predecessor Qualified Operator. Failure to do so will be a default of this Agreement, and we may, but are not required to, operate the Business as set forth in Section 18.05 of this Agreement. Exercising our rights under Section 18.05 will be a considered a waiver of the default described above, or any other default. The protocols described in this Section governing your proposal and our approval of your initial Qualified Operator(s) shall apply to any additional or successor Qualified Operator(s) you may propose, including any Qualified Operator that will manage the resulting franchised Business upon a transfer. A successor Qualified Operator's ongoing approval status is subject to the same conditions as described above.

9. REQUIREMENTS CONCERNING FOOD, BEVERAGES AND OTHER PRODUCTS SOLD AT YOUR PIZZA HUT RESTAURANT(S)

9.01 Food, Beverage Items and Other Products You Must or May Sell From Your Pizza Hut Restaurant(s)

A. Permitted Items and Products.

1. You agree to sell in and from your franchised Restaurant(s) all Approved Products that we designate as "standard" for the System Restaurant Concept(s) franchised hereby unless we otherwise agree in writing. You may (but need not) also offer and sell Approved Products which we designate as "optional" for the System Restaurant Concept(s) franchised hereby.

2. At any time we notify you that an item will become a "standard" Approved Product for your System Restaurant Concept, or that an item will no longer be an Approved Product (either "standard" or "optional"), we will include a deadline by which you must offer the new "standard" Approved Product for sale or must cease selling the item that is no longer an Approved Product. The deadline will be at least 90 days after we give you such notice, in the case of a new "standard" Approved Product you must offer and at least 30 days after we give you such notice in the case of a product that is no longer an Approved Product.

3. You must maintain in sufficient supply products, ingredients, materials, recipe components and paper goods as conform to our then-current Brand Standards and must refrain from deviating therefrom by the use of any non-conforming items without our prior written consent. Your Restaurant must prepare all food, beverages and other products

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utilizing such preparation standards, recipes, procedures and techniques as we specify in the Brand Standards and must refrain from any deviation from same without our prior written consent.

B. Other Items and Products.

1. You may never sell or distribute any food, beverage, or other product or ingredient except as a complete and fully prepared product ready for immediate consumption, unless we expressly permit you to do otherwise.

2. If you desire to sell any food, beverage or other product which is not a part of the System Restaurant Concept(s) franchised hereunder, then you must obtain our advance written permission, which we may deny for any or no reason. If we grant such advance written approval to you, then the food, beverage or other product in question will become a part of the System; we may, but will not be required to, authorize the food, beverage or other product for sale at one or more other Pizza Hut Restaurants of any System Restaurant Concept; we may subsequently revoke our approval for any or no reason; we will own all rights associated with the food, beverage or other product; and, you will not be entitled to any compensation therefor.

9.02 Participation in Pizza Hut Purchasing Cooperative

So long as this Agreement is in effect, you shall become and remain a member of the Purchasing Coop and abide by its Certificate of Incorporation and Bylaws in effect from time to time, including the provisions of Section 2.6 of the Bylaws concerning purchase commitments. A copy of the current version of Section 2.6 of the Bylaws is attached hereto as Appendix J. Your obligation to become and remain a member of the Purchasing Coop shall terminate upon dissolution of the Purchasing Coop or if an agreement is reached between us and IPHFHA to delete from this Agreement the requirement that you become and remain a member of the Purchasing Coop.

9.03 Proprietary Programs, Products and Services

You must purchase or lease any proprietary food or beverage items, other products, food or beverage components, supplies, equipment, materials, programs, partnerships, systems, methods, platforms (including technology platforms), or services used in conjunction with or sold at your Restaurant(s) which now comprise, or in the future may comprise, a part of the System and which were developed by, are proprietary to or kept secret by us or our affiliates, only from us (or the Purchasing Coop if it offers and sells same), an affiliate of ours that we designate or an Approved Distributor. We impose this requirement to advance uniformity of the System Restaurant Concepts and quality and to protect our trade secrets, which are of the essence to the System and this Agreement. We (or our affiliates, the Purchasing Coop or an Approved Distributor) will sell to you all such proprietary products under terms we develop and advise you of from time to time. We reserve the right to earn a profit on the sale of proprietary products to you.

9.04 Sources of Supply and Specifications

A. Approved Distributors. You must purchase certain required non-proprietary food and beverage items (and ingredients), other products, supplies, equipment, and materials, and utilize certain programs, partnerships, relationships, systems, methods, platforms (including technology platforms), or services, and comply with all reasonable specifications for same, from Approved Distributors we designate in writing in the Brand Standards; from suppliers you propose and we approve; and/or in accordance with our written specifications. Such Brand Standards and specifications may be specific as to brand name, item/model/catalog number, preparation or manufacturing facility, or other factors we consider relevant. We may

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also publish listings of approved or designated manufacturers, producers, distributors or suppliers ("**Approved Distributors**") for any such item and may add to or delete from the listings at any time. You will only purchase and use those items that comply with the Brand Standards and specifications in connection with your Restaurant operations under this Agreement and, if there is an Approved Distributor for any such item, you will obtain that item only from or through the Approved Distributor. Should we discontinue the sale or use of a particular item or Approved Distributor, you may use the remaining inventory (excluding equipment or services) you have at the time you receive the notice of disapproved Approved Distributor, as well as any inventory (excluding equipment or services) which has been ordered but cannot be canceled, but you shall not be permitted to order more of the non-conforming item or continue to use the disapproved Approved Distributor. Notwithstanding the foregoing: (a) if the discontinued item or source of supply poses a threat to the health or safety of the public, then you must cease using such item or source of supply immediately upon receipt of notice from us orally, electronically or in writing, and shall have no right to use the remaining inventory or previously-ordered supply; and (b) we will only require you to stop using a particular distribution company, and/or use a different distribution company, if we impose that requirement on a substantial portion of all similarly situated System Restaurants.

B. Changes to Approved Distributors. You acknowledge and agree that we: (i) may change the Approved Distributors at any time; (ii) may designate ourselves, our affiliate(s) or a third party as a source or supplier, or as the exclusive source or supplier, of any particular item or service; (iii) and our affiliates may profit from your purchases from us, our affiliates, or other Approved Distributors, and (iv) may receive other payments, fees, commissions, or reimbursements from Approved Distributors in connection with your purchases from them. We also reserve the right to direct that any supplier rebates, refunds, advertising allowances or other consideration payable or paid as a result of your purchases of non-proprietary goods, services or equipment be paid until further notice to the Advertising Fund (to be expended as provided in this Agreement). If we do so, then you hereby acknowledge that you will not assert any interest in such monies.

C. Specifications. We may from time to time provide you with specifications governing the minimum standards of food and beverage items, other products, programs, services and/or equipment required to be used in or sold by your franchised Business and its Restaurant(s) for which we do not designate a required source of supply. We will set forth such specifications in our Brand Standards or in other written or electronic notices we transmit to you. We may add to, modify or revoke such specifications in writing from time to time, provided that you shall be permitted to use the remaining inventory (excluding equipment or services) you have at the time you receive the notice, as well as any inventory (excluding equipment or services) which has been ordered but cannot be canceled, but you shall not be permitted to order more items that do not comply with our modified specifications. However, if the non-conforming item poses a threat to the health or safety of the public, then you must cease using such item or source of supply immediately upon notice from us orally, electronically or in writing, and shall have no right to use the remaining inventory or previously-ordered supply. All such designated sources and specifications are subject to addition, modification, revocation and/or deletion by us from time to time, in accordance with this Agreement, upon notice to you.

9.05 Systemwide Supply Contracts

A. We may, in the exercise of our business judgment, enter into Systemwide Supply Contracts. We may enter in such Systemwide Supply Contracts with one or more vendors for programs, products, supplies, equipment, materials and services that all company-owned and

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franchised Pizza Hut Restaurants in the United States, or company-owned and franchised Pizza Hut Restaurants in a designated geographic area, will be required to purchase, use and/or sell. If we do so, then immediately upon notification, your, our and all other Pizza Hut Restaurants (or, as applicable, those in the designated geographic area) must purchase the specified program, product, supply, equipment, material or service only from the designated supplier. However, if at the time of our notification you are already a party to a non-terminable supply contract with another vendor or supplier for the item in question, then your obligation to purchase from our designated supplier under the Systemwide Supply Contract will not begin until the scheduled expiration (or earlier termination) of your pre-existing supply contract.

B. We make no representation that we will enter into any Systemwide Supply Contracts or other exclusive supply arrangements or, if we do so, that you would not otherwise be able to purchase the same programs, products and/or services at a lower price from another supplier. We may add to, modify, substitute or discontinue Systemwide Supply Contracts or exclusive supply arrangements in the exercise of our business judgment.

9.06 Operational Equipment and Supplies

You must purchase, utilize, maintain, retire and replace any and all approved equipment and supplies as and when we require in our Brand Standards.

10. ADEQUATE DELIVERY SERVICE; YOUR DELIVERY AREA

10.01 Adequate Delivery Service

It is of the essence to this Agreement that you provide Adequate Delivery Service to the entire Delivery Area throughout the Term in strict compliance with all Brand Standards governing such activity (including speed metrics governing delivery time; requirements to maintain product temperature; customer service metrics; the maintenance of organizational capabilities through your engagement and maintenance of qualified operators and key organizational leaders; and, utilizing such equipment, supplies and technology as the Brand Standards specify to achieve such goals).

10.02 Your Delivery Area

We will determine the Delivery Area for each individual Pizza Hut Restaurant listed in Appendix B and identify it in Appendix B hereto prior to your execution of this Agreement. In doing so, we will take into account criteria including potential sales volume, market demographics, saturation analysis, diversion of sales from your and other franchisees' System Restaurants and geographic characteristics of the Delivery Area. We reserve the right to periodically reasonably modify your Delivery Area in response to changed demographics, population shifts, business or residential development or similar metrics to further your ability to provide Adequate Delivery Service in accordance with the Brand Standards, such modifications to become effective upon our written notice to you.

10.03 Performance Evaluations; Redefining your Delivery Area

A. At any time during the Term, for each individual Pizza Hut Restaurant, we may evaluate whether you are meeting Brand Standards regarding Adequate Delivery Service to all or any portion of the Delivery Area. If we determine that you are not doing so, we will give you written notice that you are not providing Adequate Delivery Service, which notice shall identify the reasons for such determination. You may, within 10 business days, submit a written protest to us reasonably disputing our determination, setting forth the reasons, facts and data underlying your dispute. If you fail to timely submit a written protest, our preliminary

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determination shall become immediately effective and you will have thirty (30) days, or such greater time as the Parties agree, to provide Adequate Delivery Service by curing the deficiencies we described in our written notice. If you timely submit a written protest, then we will consider any such written protest you timely submit to us but we shall in our sole business judgment nevertheless have complete authority to redefine your Delivery Area in such manner as we alone determine. We will give you written notice of our final determination within 90 days after receipt of your written protest, or in the event of no protest, at the end of the 30 day cure period referenced above, at which point our determination will become effective and your Delivery Area shall be redefined as provided in our notice. Any action we take to redefine the Delivery Area for an individual Pizza Hut Restaurant shall have no effect on the Delivery Area of any other Pizza Hut Restaurant listed in Appendix B, or any other Pizza Hut Restaurant you may operate, unless the impact is to expand the Delivery Area for a contiguous Pizza Hut Restaurant.

B. The above protocol for redefining your Delivery Area in the event you are not providing Adequate Delivery Service to all or any portion of such Delivery Area will only occur one time during the Initial Term of this Agreement. Thereafter, if you do not provide Adequate Delivery Service to all or any part of any such redefined Delivery Area, then upon your first such failure we may terminate your right to operate the specific System Restaurant servicing such Delivery Area in accordance with Section 23.03 if you do not correct such failure within thirty (30) days after our delivery of written notice. During any period of time after it has been determined that you are not providing Adequate Delivery Service to all or any portion of your Delivery Area, we or another Pizza Hut franchisee or licensee may furnish such delivery services within all or such portion of your Delivery Area pending any redetermination of your Delivery Area following your first such failure and also throughout any cure period afforded by a notice of termination sent to you pursuant to this Section which affords you the aforementioned thirty (30) day period to cure your breach of the obligation to furnish Adequate Delivery Service throughout your Delivery Area.

11. TECHNOLOGY

11.01 Technology Requirements

A. Acknowledgment. You understand and agree that it is vital for the Pizza Hut System to feature state-of-the-art digital, e-commerce and other modern ordering capabilities, platforms, “apps” and other now or hereafter developed infrastructure, tools, systems and analytics, and that these capabilities are constantly evolving and require continued focus, investment and innovation, all of which may trigger your need to comply with all current and any hereafter developed hardware and software purchase and utilization requirements we impose, as provided hereafter.

B. General Obligations.

1. You must purchase, utilize, maintain, retire and replace the technology serving your Business and its Restaurant(s) as and when we require in the Brand Standards or otherwise in writing. This technology may or will include computer hardware, software, wired and/or wireless internet connections and service, required dedicated telephone and, whenever possible, power lines, “smart phone” automated customer purchase and tracking facilities, and other computer-related accessories, peripherals, equipment, and related services that we specify in the Brand Standards.

2. To the extent available, you must obtain and maintain high speed broadband communications access and other high-speed capacity that we require for the technology.

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3. At your expense, you must keep your computer, all components of your PH Restaurant Technology Suite, and any other technology systems current, supported, and in good maintenance and repair.

4. You must maintain at all times a functioning e-mail address for your business and such Wi-Fi service for your customers as we designate in the Brand Standards.

C. **PH Restaurant Technology Suite.** Without limiting the foregoing, you must adopt and utilize the PH Restaurant Technology Suite, the components of which we will identify in our Brand Standards, including our: (1) approved POS system, currently "**SUS**", (2) approved back of house technology, (3) approved kitchen management system, and (4) a tablet with mobile applications, to the exclusion of any other such systems (whether compatible with the components of our then-current approved PH Restaurant Technology Suite or not). You must also adopt and utilize, at your expense, any successor components of the PH Restaurant Technology Suite (including all hardware and software) which we may designate in the future as supplanting or enhancing our current components. Your adoption and utilization of the foregoing will be in accordance with the timing as we will reasonably specify. If we or our affiliates license or provide additional software or technology to you in the future, we may condition your use of such software or technology on signing a license or similar agreement regulating your use of such software or technology.

D. **SUS System.** We and our affiliates are currently the only approved suppliers of SUS and you will acquire the SUS System software from us and/or our affiliates by signing a separate License and Support Agreement, a copy of the current version of which is attached hereto as Appendix K. You will acquire all necessary hardware to operate the SUS System software from a vendor approved by us and/or our affiliates and will dedicate that hardware solely to the operation of the SUS System. The SUS System software, and all enhancements, additions, upgrades and modifications thereto, constitute our confidential information subject to the confidentiality provisions of Article 21. We and/or our affiliates own all aspects of the SUS System, including all enhancements, upgrades, modifications and additions, regardless of who develops or conceives of any such changes. Upon termination of this Agreement, you will cooperate fully in the removal of the SUS software from all of your franchised Restaurants. You must accurately, consistently and completely record and provide through your computer and SUS system all information concerning the operation of your franchised Business and its Restaurant(s) that we require, in the form and at the intervals that we require, in our Brand Standards or our proprietary software.

E. **System Connections.** You agree to provide all assistance we require to bring your computer systems and SUS online with our computers at the earliest possible time and to maintain these connections as we require. You will grant access to us to all components of the PH Restaurant Technology Suite (and other electronic systems as we may reasonably require) such that we may retrieve from them all information that we consider necessary, desirable or appropriate.

F. **Changes to the Technology Requirements.** You may be required to purchase (at your expense), install, and utilize such newly developed modes of computerization (including new technologies), hardware, software, equipment, accessories, facilities, capabilities, communication, media and/or interfaces conforming to our then-current technology specifications (including digital technology specifications), as well as improvements to or modifications of your existing technologies (including computer and point-of-sale systems), as we, in our business judgment, determine to incorporate into the System. You shall do so at such time and in such manner as we designate in our Brand Standards or other written notices. You may be required to purchase such technologies from us, our affiliates, or

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designated third parties and, in connection therewith, be required to enter into related license and support agreements with us, our affiliates, or designated third parties and pay all related fees, including fees to support our online and smartphone "app" ordering systems. We reserve the right to state license, support, maintenance and other technology fees separately or in the aggregate and to change the basis of the allocation of any fees from time to time to reflect: (i) any increase or decrease in the costs and expenses providing the applicable services, or (ii) any change in the competitive needs of the System, including the right to change the basis for charging such fees, so long as the charges are computed on a fair and consistent basis among similarly situated System Restaurants receiving the services for utilizing the applicable systems.

G. Post-Term Obligations. Upon termination or expiration of this Agreement, you must return or transfer all data licensed or made available to you under, or in connection with, this Agreement, software licenses, "cloud" access passwords and codes used in conjunction with your operation of franchised Restaurants to us within 10 business days.

H. Confidentiality Obligations. You will provide to us all user ID's and passwords required to access files and other information stored on your franchised Business's computer and SUS (or successor point-of-sale) systems. You will at all times ensure that the only personnel conducting transactions on your computer and/or SUS systems will be those who have been trained and qualified to do so.

11.02 Execution of Digital Ordering Agreements

Concurrent with your execution of this Agreement, you shall execute and return to us the QuikOrder Amended and Restated Online Order Agreement - Franchisee Adoption Agreement annexed hereto as Appendix L (or any successor agreements as required by us), which agreement facilitates the ability of customers of the Pizza Hut System and your franchised Restaurant(s) to place orders digitally through various modes (online, computer and smartphone "apps" and any other now or hereafter developed mode of communication). You shall execute any such further amended or restated forms of the QuikOrder Amended and Restated Online Order Agreement - Franchisee Adoption Agreement (or successor agreements) as may be required.

12. WEBSITES/SOCIAL MEDIA

12.01 Our Use of Websites/Social Media

A. Except as described in this Section 12.01, we alone may establish, maintain, modify, or discontinue all internet, worldwide web, and electronic commerce activities pertaining to the System, including through the use pages or profiles on social media websites such as Facebook, Instagram, or X.

B. We may establish one or more URL's designed to promote your franchised Business. You will routinely provide us with updated copy, photographs, prices, and news stories about your franchised Business and Restaurant(s) suitable for use to promote your Business, the content, frequency, and procedure of which will be specified in our Brand Standards.

C. Any website or other modes of electronic commerce that we establish or maintain may, in addition to advertising and promoting Pizza Hut Restaurants, also be utilized by us to exploit the electronic commerce rights which we alone reserve (as provided in Section 3.04 above).

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D. We maintain an intranet through which downloads of the Brand Standards, other operations and marketing materials, exchanges of communications, System discussion forums and systemwide communications (among other activities) can be effected.

12.02 Your Use of Websites/Social Media.

A. You may maintain your own website or social media page in compliance with Brand Standards, as periodically modified. Upon the termination or expiration of this Agreement you must immediately remove the Pizza Hut Marks from all websites and social media pages. Further, upon our written request you must take down and stop operating such websites and social media pages.

B. You may maintain a presence or advertise on the internet, through social media or any other mode of electronic commerce in connection with your franchised Business, including through the use of a page or profile on a social media website such as Facebook, Instagram, or X; establish a link to any website we establish at or from any other website or page.

C. You may, at any time, establish any other website, social media or electronic commerce presence which in whole or in part incorporates the "Pizza Hut" name or any name confusingly similar thereto, but only in accordance with our Brand Standards and with our prior written consent.

12.03 Ownership; Websites/Social Media.

We alone will be, and at all times will remain, the sole owner of all intellectual property rights, including the copyrights, to all material which appears on any website or social media page we establish and maintain, including any and all material you may furnish to us as provided above. Ownership of all URL's and other identifiers associated with any such website or social media sites shall vest exclusively in us.

13. YOUR OTHER DUTIES, RIGHTS AND REQUIREMENTS

13.01 Your Participation in Pizza Hut Service/Recovery and Loyalty Programs

A. You must participate in all of our customer service/recovery programs which we designate from time to time in the Brand Standards. In general terms, a customer service/recovery program will set forth a methodology to provide customer service and remediate poor customer experiences.

B. You must also participate in any Pizza Hut Customer Loyalty Program which we designate from time to time in the Brand Standards. In general terms, by way of example only, a Pizza Hut Customer Loyalty Program may allow customers to earn points for each Pizza Hut purchase, which points may then be redeemed at the same or other Pizza Hut Restaurants for future Pizza Hut purchases. The details of any current or future Customer Loyalty Program will be memorialized in the Brand Standards and updated from time to time.

13.02 Our Conducting Tests of Programs, Products and Services at Your Restaurant(s)

A. You understand that it is vital to the Pizza Hut System that it constantly evolve to maintain and advance its competitive position and respond to changes in consumer preferences, demographics, equipment and technology.

B. Accordingly, you agree that you shall, upon our request, utilize the facilities and personnel of your Restaurant(s) to test the preparation and sale of new or modified food and beverage

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items and other products, services and programs and also to test new or improved equipment, technology and procedures (including delivery methods, platforms, or systems as we may prescribe) from time to time as we may require. Such testing at your Restaurant(s) will be designed to minimally interfere (or not interfere at all) with the operations and activities of your Restaurant(s). You agree to furnish us all necessary or desirable cooperation in connection with our tests, including making your personnel available to us to for consultation and test reviews. We shall not recompense you for any of your expenses associated with facilitating our testing requests.

13.03 Assumed Name Certificate

You will promptly file and publish, in all states and counties in which your franchised Business does business, a certificate of doing business under an assumed or fictitious name. You will indicate in each certificate that you are doing business as "Pizza Hut" under a franchise from us. You will furnish a certified copy of each certificate to us promptly after its filing.

13.04 Prices

A. Except as provided below, you will establish, in your sole discretion, prices for all Approved Products and other products and services sold by you.

B. You understand and agree that because enhancing Pizza Hut's interbrand competitive position and consumer acceptance for Pizza Hut food and beverage items, other products, and Pizza Hut programs and services is a paramount goal of you, us and our other franchisees, and because this objective is consistent with the long term interest of the System overall, we may exercise rights with respect to your pricing of Pizza Hut programs and services to the fullest extent permitted by then-applicable law. These rights may include prescribing the maximum retail prices which you may charge for the foregoing; suggesting retail prices; and, otherwise mandating, directly or indirectly, the maximum prices which you may charge. We may engage in such activity either periodically or throughout the Term of this Agreement. Further, we may in our business judgment engage in such activity only in certain geographic areas (cities, states, regions) and not others; with respect to certain of the System Restaurant Concepts but not others; or, with regard to certain subsets of Pizza Hut Restaurants and not others. You acknowledge and agree that any maximum prices we prescribe or suggest may or may not optimize the revenues or profitability of your franchised Business and you irrevocably waive any and all claims arising from or related to our prescription or suggestion of your franchise Business's retail prices. However, subject to the terms and conditions set forth above in this Section 13.04, nothing in this Agreement may be construed to prevent you from otherwise freely establishing your own prices.

13.05 Inspection

A. Our Right to Inspect. We and any of our authorized agents or representatives may enter your Restaurant(s) and any premises of your franchised Business, and/or visit any other locations at which you have provided or are providing products, programs or services to customers or at which you maintain business records, and inspect and audit the food and beverage items and other products, programs and services provided from or at such locations; the products and supplies contained at such locations and their condition; confer with your employees and customers; and, assess your operating systems and compliance with this Agreement and the Brand Standards. We shall conduct such inspections during normal business hours and at any other reasonable time we determine. We may conduct such inspections with or without prior notice to you. You shall cooperate with our representatives in conducting such inspections by rendering any assistance they may reasonably request.

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B. Your Right to Cure. If any inspection indicates any deficiency, you will correct or repair the deficiency within 48 hours after you receive a written report of the deficiency from us, unless we otherwise specify a timeline to you for correction. If (a) the deficiency is one that you have a right to cure under Section 23.03 and (b) the deficiency cannot be cured within 48 hours, you will not be in default if you begin the necessary corrections or repairs within the 48 hour period, and diligently pursue the work to completion. If the deficiency is one that imminently threatens the health or safety of your employees or the consuming public, we may (instead of terminating this Agreement as authorized by Section 23.02) require you to cease operating the affected System Restaurant(s) until the deficiency is corrected and you agree to cooperate fully with us and the appropriate authorities with respect to the investigation and management of any such threat (including incidents of food contamination, food spoilage/poisoning, food tampering/sabotage, contagious diseases, natural disasters, terrorist acts, shootings or other acts of violence, data breaches (real or threatened), or any other similar circumstance) in an effort to mitigate possible damage to the Pizza Hut Marks and System Restaurants. If you do not cure the deficiency within the permitted time, we may make, or hire someone else to make, the corrections or repairs. You will reimburse us, upon demand, for all of our repair or correction expenses.

13.06 Intellectual Property You Develop

You hereby permanently and irrevocably assign to us, in perpetuity throughout the world, any and all rights and interests (including intellectual property rights and interests) to any and all of the following which is developed by you, or on your behalf, if developed in whole or in part in connection with your franchised Business or Restaurant(s): all food and beverage items or variations, all programs, products or services; all variations, modifications and/or improvements on programs, products or services; your means, manner and style of offering and selling programs, products and services; management techniques or protocols you may develop (or have developed on your behalf); all layout schematics and design elements; all sales, marketing, advertising and promotional programs, campaigns or materials developed by you or on your behalf; and, all other intellectual property developed by you or on behalf of your franchised Business. Except to the extent prohibited by applicable law, codes, rules or regulations, you waive, and will cause each of your employees or independent contractors who contributed to System modifications and/or improvements to waive, all “moral rights of authors” or any similar rights in such modifications and/or improvements. We may authorize ourselves, our affiliates and/or other franchised Businesses to use and exploit any such rights which are assigned to us hereunder. The sole consideration for your assignment to us of all of the foregoing rights shall be our grant of the franchise conferred upon you by this Agreement.

13.07 Adequate Reserves and Working Capital

You must at all times maintain adequate reserves and working capital sufficient for you to fulfill all your obligations under this Agreement and to cover the risks and contingencies of the franchised Business for at least three months. These reserves may be in the form of cash deposits or lines of credit.

13.08 Product Records, Product Recalls and Withdrawals

A. You agree to maintain, for at least six (6) years, complete and accurate records of all products sold by you in sufficient detail to enable us to conduct an effective recall of products if there is a recall of any of the products by us or any supplier, distributor, source or government entity.

B. You agree to cooperate with and assist us in effecting any such recall (or any product withdrawal, as we may dictate), including promptly contacting any customers that we

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reasonably desire you to contact and promptly communicating to those customers the information or instructions we ask you to transmit relating to the recall or withdrawal. We or the subject supplier, distributor or source will pay, or reimburse you, for the reasonable costs of effecting the recall or withdrawal, including any shipping costs related to returning recalled products to us (or such others) and replacing the recalled or withdrawn products with new products at our (or such others') expense. You will be responsible for paying all costs and expenses incurred by us or you in connection with recalls or withdrawals resulting from or related to your acts, errors or omissions, provided, however you will not give up any of your rights for subrogation or indemnification against any responsible supplier, distributor or source.

13.09 Credit Cards and Other Modes of Payment

A. You agree to become and remain a merchant for any credit cards and/or debit cards, and any credit and/or debit card processor(s), which we may specify in our Brand Standards or otherwise. Further, you agree to maintain the creditworthiness required by each of these credit card or debit card issuers; to honor these cards for credit purposes; and, to abide by all related regulations and procedures that we and/or the credit card and/or debit card issuer prescribes.

B. In addition, you agree that, at your sole expense, you shall at our direction and by the time we specify purchase, install and utilize such equipment, facilities and personnel necessary to enable now or hereafter developed alternative modes of customer payments (beyond cash, credit cards and debit cards). Such alternative modes of payment may include, by way of examples only, "smart phone" payment transactions and automated "smart phone" (or other) customer purchase/tracking transactions.

C. You must at all times undertake all reasonable measures to anticipate, detect and prevent fraudulent credit or debit transactions.

13.10 Hours of Operation

You agree to continuously operate your franchised Restaurant(s) on the days and during the minimum hours that we from time to time may specify in our Brand Standards. You may establish hours of operation in addition to the required minimum hours, subject to applicable laws, rules and regulations.

13.11 Business Entity Requirements and Records

You must comply with the following requirements (which will also apply to any assignee or other transferee of this Agreement):

A. Upon execution of this Agreement, upon each Transfer of an Ownership Interest in you, and at any other time upon our request, you will furnish us a list of all Persons having an Ownership Interest in you, an indication of the voting rights and percentage Ownership Interest of each of those Persons, and a list of all officers, directors, corporate managers and similar officials, in the form of Appendix E. We may require the same information regarding all Persons having an Ownership Interest in you.

B. Upon the execution of this Agreement, upon each Transfer of an Ownership Interest in you, and at any other time upon our request, all Persons in Control of you and all holders of a 10% or greater Ownership Interest in you will execute a written Guaranty in the form of Appendix F, personally guaranteeing, jointly and severally with all other holders of a 10% or greater Ownership Interest in you, the full payment and performance of your obligations to us and to

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our affiliates. On the same occasions, all of your officers, directors and similar officials, and all holders of an Ownership Interest in you, will sign an agreement in the form of Appendix G, undertaking to be bound by all the terms of this Agreement, including the restrictions on Transfers and the covenants of confidentiality and against competition. None of these Guaranties or agreements will be released by a Transfer of an Ownership Interest in you; all Guaranties and undertakings may be released only by a written release signed by us.

C. All of your organizational documents (including any partnership, partnership agreements, incorporation documents, organization/formation documents, bylaws, operating agreements, shareholders agreements, buy/sell or equivalent agreements, and trust instruments) will recite that the issuance and Transfer of any Ownership Interest in you is restricted by the terms of this Agreement, and that the sole purpose for which you are formed (and the sole activity in which you are or will be engaged) is the conduct of a retail food business pursuant to one or more franchise agreements from us and that your activities will be exclusively confined to such purpose. Your organizational documents will also include a "Supremacy of Franchise Agreement" clause reciting the following: "To the extent any provision of this Agreement conflicts, violates or is inconsistent with any provision of the Pizza Hut Location Franchise Agreement, the parties hereto agree that the provisions of the Pizza Hut Location Franchise Agreement shall supersede the same and that the parties hereto shall enter into such amendments to this Agreement as are necessary in order to make the relevant provisions consistent with or non-violative of the provisions of the Pizza Hut Location Franchise Agreement." You will submit to us, upon the execution of this Agreement, a resolution of your owners (or your governing body) in the form of Appendix H.

D. You will maintain stop instructions against the Transfer on your corporate records of any securities or other Ownership Interests, and will not issue securities or other evidences of Ownership Interests without the following legend printed legibly and conspicuously on the face of the security or other evidence of Ownership Interests:

> "The transfer of this certificate and the interests it represents are subject to the terms and conditions of one or more Franchise Agreements with Pizza Hut, LLC, and to the restrictive provisions of the organizational documents of the issuer. Please refer to those documents for the terms of the restrictions."

E. You and your Related Persons will not reorganize or otherwise change your or their Ownership Interests, controlling management, or organizational structure in any manner that is inconsistent with the provisions of this Section 13.11 or the provisions of Article 18.

F. Without our prior written consent (which shall not be unreasonably withheld, delayed or conditioned), you may not permit any mortgage, lien, pledge, or other security interest in respect of any of your Ownership Interests. Any violation of the preceding restriction will give us the right to terminate this Agreement immediately upon notice to you.

G. You must promptly notify us in writing of any change in any of the information specified, or in any document referred to in this Section 13.11.

13.12 Trade Accounts

You agree to maintain your trade accounts with suppliers of any and all products, equipment, goods, services or other tangibles or intangibles sold, leased or otherwise conveyed to your franchised Business and/or its Restaurant(s) in a current status and to seek to promptly resolve any disputes with trade suppliers. If you do not maintain your trade accounts in a current fashion, we may pay any or all of the accounts on your behalf, but we will have no obligation to do so. If we pay any accounts on your behalf, then you agree to immediately repay us as provided by Section 19.07F).

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13.13 Staffing Requirements, Qualifications and Training

You agree to staff your franchised Business in accordance with the specifications and criteria we set forth in our Brand Standards concerning the selection, qualifications, hiring, training, pre-training and post-training of your personnel. You agree to maintain a competent, conscientious, trained staff in sufficient minimum numbers as we require so that you may promptly, efficiently and effectively service customers. You shall take such steps as are necessary to ensure that your employees preserve good customer relations and comply with the standards of appearance, dress code, manner and demeanor we establish in our Brand Standards or otherwise.

You understand, agree, and will never contend otherwise, that the minimum staffing levels we prescribe in our Brand Standards do not reflect our ability to in any fashion control the day-to-day operation of your franchised Business and its Restaurant(s) but, to the contrary, merely reflect those staffing levels necessary to achieve and maintain those standards of quality, uniformity and service which the consuming public has come to associate with the Pizza Hut Marks and Pizza Hut Restaurants.

13.14 Privacy and Data Protection

A. You will: (i) process, retain, use, collect, and disclose all Personal Information only in strict compliance with all applicable Privacy Laws; (ii) employ administrative, physical, technical and organizational safeguards that: (a) are designed to prevent the unauthorized collection, access, use and disclosure of Personal Information ("**Safeguards**"); and (b) meet or exceed industry standards regarding Safeguards, including PCI standards, norms, requirements and protocols to the extent applicable; and (iii) comply with all Safeguards that have been and are in the future developed and compiled by us that relate to Privacy Laws and the privacy and security of Personal Information; (iv) refrain from any action or inaction that could cause us to breach any Privacy Laws; and (v) do and execute, or arrange to be done and executed, each act, document and thing we deem necessary in our business judgment to keep us in compliance with the Privacy Laws.

B. You will be fully responsible for any unauthorized collection, access, use and/or disclosure of Personal Information arising from your action or inaction. You further agree that the indemnification of us and the other Franchisor Parties specifically embraces all claims and liabilities sought to be imposed against us arising from or related to (directly or indirectly) your failure to comply with the provisions of this Section 13.14.

C. You will immediately notify us in writing of: (i) any breaches or suspected breaches of security (either electronic or physical) that may result in the unauthorized collection, access, use or disclosure of Personal Information; (ii) if you receive any oral or written notice of inquiry, investigation or review from any individual or administrative agency (such as the Federal Trade Commission or State Attorney Generals' offices or other similar agency in countries outside of the U.S.) that arises out of, relates to or affects Personal Information within your control; or (iii) if you receive any communication or request from any customer or other data subject to access, correct, delete, opt-out of, or limit activities relating to any Personal Information. You will comply with our requests and make all reasonable efforts to assist us in relation to the investigation and remedy of any such breach of security and any claim, allegation, action, suit, proceeding or litigation with respect to the unauthorized access, use or disclosure of the Personal Information.

D. Notwithstanding anything to the contrary in this Agreement or otherwise, you agree that we do not control or own any of the following Personal Information (collectively, the "**Restricted Data**"): (a) any Personal Information of the employees, officers, contractors, owners or other

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personnel of us, our affiliates, or the Location; (b) such other Personal Information as we from time to time expressly designate as Restricted Data; and/or (c) any other Personal Information to which you do not have access. Regardless of any guidance we may provide generally and/or any specifications that we may establish for other Personal Information, you have sole and exclusive responsibility for all Restricted Data, including establishing protections and safeguards for such Restricted Data; provided, that in each case you agree to comply with all applicable laws, regulations, orders, and the guidance and codes issued by industry or regulatory agencies applicable to such Restricted Data.

13.15 Taxes

You shall promptly pay when due all taxes levied or assessed upon your franchised Business and Restaurant(s), including all employment, workers' compensation, and sales taxes and any use (or analogous) taxes owed to any governmental body or supplier of goods, equipment, products, services or other tangibles or intangibles sold, leased or otherwise conveyed to your franchised Business and/or its Restaurant(s). In the event you have any *bona fide* dispute as to your liability for taxes assessed, you may contest the validity of the amount of the tax in accordance with the procedures of the taxing authority or Applicable Law. However, in no event shall you permit a tax sale or seizure by levy of execution or similar writ or warrant, to occur against the premises of your franchised Business, your Restaurant(s) or any improvements thereon.

13.16 Government Actions

You shall notify us in writing within five (5) days of the commencement of any action, suit or proceeding and/or the issuance of any citation, order, writ, injunction, award or decree of any court, agency or other governmental or quasi-governmental instrumentality which may adversely affect the operation or financial condition of your franchised Business.

13.17 No Conflicting Agreements

During the Term of this Agreement, you may not be party to any contract, agreement, business entity formation or governance document, mortgage, lease or restriction of any type which may conflict with, or be breached by, the execution, delivery, consummation and/or performance of this Agreement.

13.18 System Restaurant Closure

A. **Restaurant Closure Without Our Consent.** You may not cease to operate any franchised Restaurant(s) without our prior consent, except upon condemnation. If you nevertheless do so, then in addition to our right to terminate this Agreement as provided in Section 23.02 below, and except as provided in the following paragraph, you acknowledge that damages to us related to your unauthorized closure of a franchised Restaurant(s) are difficult to calculate and agree that, if you violate this Section 13.18 you will pay to us as liquidated damages, and not as a penalty, an amount equal to 24 times the average Monthly Service Fees paid or due with respect to the closed Restaurant(s) during the calendar year before the closing. If the closed Restaurant(s) was not opened for business for a full calendar year, the liquidated damages will be 24 times the highest Monthly Service Fee paid or payable during the period the Restaurant(s) was open.

B. **Lease Expiration; Loss of Occupancy rights.** If a Restaurant closes or will close due to: (i) the expiration of the Restaurant's Lease in accordance with its original terms, and the failure to renew such Lease despite your commercially reasonable efforts to secure such renewal rights (which efforts are demonstrated to us in writing), or (ii) an unavoidable loss of occupancy rights not in any way caused by your action or omission, then you must:

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1. Relocate the Restaurant;
2. Construct and equip the Restaurant; and
3. Open the relocated Restaurant prior to, or immediately upon, the date of the Lease's expiration or loss of occupancy rights, unless we grant you written consent for a later opening.

If you fail to meet these requirements, the Restaurant's closure will be deemed unauthorized and you will be liable for liquidated damages as provided in Section 13.18 above. All Restaurant relocation activities under this Section 13.18 must be in full compliance with Article 5 of this Agreement.

14. INDEMNIFICATION

14.01 Indemnification Obligations

A. You agree that you will, at your sole cost, at all times defend, indemnify, and hold harmless us and the Franchisor Parties to the fullest extent permitted by law, against all Damages incurred in connection with any judicial, administrative or other action or proceeding (including bankruptcy, insolvency, administrative, debtor/creditor or similar proceedings), suit, claim, demand, investigation, or formal or informal inquiry (regardless of whether any of the foregoing is reduced to judgment) or any settlement of the foregoing, which actually or allegedly, directly or indirectly, arises out of, is based upon, is a result of or is related in any way to an Indemnification Claim.

B. This indemnification is without limitation and without regard to the cause or causes thereof and regardless of how any claim against us or the other Franchisor Parties is asserted, including whether under theories of negligence, strict liability or vicarious liability.

C. All Damages incurred under this indemnification provision will be chargeable to and paid by you pursuant hereto, regardless of any actions, activity or defense undertaken by us or the subsequent success or failure of the actions, activity or defense.

14.02 Indemnification Exclusions

Specifically excluded from the indemnity you give us hereby is any liability associated with our or the other Franchisor Parties' gross negligence, willful misconduct or criminal acts (except to the extent that joint liability is involved, in which event the indemnification you provide herein shall extend to any filing of comparative or contributory negligence attributable to you).

14.03 Insurance and Indemnification

If you fail to maintain the insurance required by Section 15.01 below, or fail to name us and the other Franchisor Parties as additional insureds under that policy, then your obligations of indemnification under this Article 14 will also extend to all liability that would have been insured by the appropriate required policy (including liability arising from our own negligence). The insufficiency of the insurance you are required to maintain under the terms of Section 15.01 will not be a defense to liability under this Article 14. The terms of this Article 14 shall survive the termination, expiration or Transfer of this Agreement, the franchised Business, the Restaurant(s) and/or any Ownership Interest in any of the foregoing.

14.04 Notice and Defense Obligations

You agree to give us written notice of any suit, judicial or administrative investigation, proceeding, claim, demand, inquiry or any other event that could be the basis for an Indemnification Claim within three days of your actual or constructive knowledge of it. At our election, you will also defend us and

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the other Franchisor Parties against the Indemnification Claim. We will have the right, at your cost, to hire our own counsel and/or control the defense of any Indemnification Claim (including the right to select its counsel, select and/or hire separate counsel, or defend or settle any Indemnification Claim at your sole expense) if we determine that such Indemnification Claim may directly or indirectly affect the interests of any of the Franchisor Parties (including us). Our undertaking of defense and/or settlement, including by hiring separate counsel, will in no way diminish your obligation to indemnify us and the Franchisor Parties and hold us and them harmless.

14.05 Settlements

We will have the right, at any time we consider appropriate, to offer, order, consent or agree to settlements or take any other remedial or corrective actions we consider expedient with respect to any Indemnification Claim if, in our sole judgment, there are reasonable grounds to do so.

14.06 Mitigation of Losses

None of the Franchisor Parties (including us) shall be required to seek recovery from third parties or otherwise mitigate their losses to claim indemnification from you. You agree that any failure to pursue recovery from third parties or mitigate loss will in no way reduce the amounts recoverable from you by any of the Franchisor Parties (including us).

14.07 Survival

The indemnification obligations of this Article 14.01 will survive the expiration or sooner termination or transfer of this Agreement.

15. INSURANCE

15.01 Insurance

A. Within not later than ten days following the Effective Date, and thereafter at all times throughout the Term of this Agreement, you agree to purchase at your own expense, and maintain in effect at all times, the following categories of insurance coverage in forms and through insurance companies satisfactory to us. You understand and agree that your Lease may require other or greater insurance coverages than those stated in this Section. Such insurance coverage must extend to and embrace your franchised Business; the Restaurant(s) it operates; all activities conducted in, at or from your Franchised Business and its Restaurant(s); all facilities which may be situated upon your Business's and Restaurant(s)'s premises; all vehicles operated by or on behalf of your franchised Business; and, all activities arising from or related to the construction, operation or occupancy of your Restaurant and any other assets of your franchised Business. Your required coverages, policy limits, limitations on deductibles and limitations on self-insured retentions are prescribed by us in our Brand Standards, are subject to change (as provided below) and include:

1. **Commercial General Liability Insurance**. Providing General Third Party Liability coverage (including premises and operations liability, products and completed operations liability, personal and advertising injury liability, independent contractors liability, alcoholic beverage liability (dram shop) and broad contractual liability), with limits provided of at least/not less than the following amounts set forth below:

    a. USD $3,000,000 for bodily injury and property damage; and

    b. USD $6,000,000 for a general policy aggregate.

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Such insurance may be satisfied by a combination of primary insurance and commercial excess or commercial umbrella insurance and shall insure against any and all claims for third-party bodily injury, including resulting death, as well as damage to or destruction of any kind of third party property arising from your operations, products, or other business activity whether such operations are performed or products are sold by you, your agents, or by anyone directly or indirectly employed by any of them.

2. **Business Automobile Liability Insurance.** Coverage must be provided for ownership, maintenance, and operations of any automobile or automotive equipment, owned, hired, and / or non-owned by you with a combined single limit for bodily injury and property damage, inclusive of Umbrella/Excess Liability coverage if necessary, of not less than the equivalent of USD $5,000,000 combined single limit per occurrence and not subject to a policy aggregate. Such insurance shall insure you and your agents and Subcontractors, if applicable, against any and all claims for bodily injury, including death resulting therefrom, and damage to the property of others caused by accident and arising from your Franchised Business and its Restaurants' operations under this Agreement, whether such operations are performed by you, your agents, or by any one directly or indirectly employed by any of them.

3. **Property Insurance.** Coverage on an all-risk basis including flood coverage up to the limits available in the National Flood Insurance Program insuring your Restaurant(s) and its/their respective contents (whether such Restaurant(s) is/are completed or under construction) for the full replacement value of the Restaurant(s). In the event of damage to or destruction of your Restaurant(s) covered by such property insurance, the proceeds of the insurance will be used to restore your damaged or destroyed Restaurant(s) to its/their original condition within 120 days, unless restoration is prohibited by the appropriate lease or applicable law, or unless we otherwise consent in writing and further subject to any contractual requirements related to financing in connection with the affected Restaurant.

4. **Business Interruption Insurance.** Coverage in sufficient amounts to cover your Restaurant's lease or rental expenses, maintenance of competent personnel and other fixed expenses for a minimum of 12 months.

5. **Employee Insurance.** Workers' compensation, employer's liability and any other employee insurance required by any applicable federal, state or local law, rule or regulation (but in no event less than $1,000,000 for employer's liability insurance).

6. **Construction Insurance.** In connection with the construction, refurbishment, renovation, remodeling or upgrading of your franchised Restaurant(s), builders' and/or contractor's insurance (as applicable) and performance and completion bonds in forms and amounts acceptable to us, as set forth in our Brand Standards.

7. **Indemnification Insurance.** Insurance coverage of such types, nature and scope sufficient to satisfy your indemnification obligations under Section 14.01 of this Agreement.

B. The insurance coverage that you acquire and maintain under this Article 15 must:

1. Be written on an occurrence basis.

2. Name us and the other Franchisor Parties as additional insureds and provide that the coverage afforded applies separately to each insured against whom a claim is brought as though a separate policy had been issued to each insured (except for workers' compensation, employer's liability and any other employee-related insurance mandated by any federal, state or local law, rule or regulation).

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3. Contain no provision which in any way limits or reduces coverage for you if there is a claim by one or more of the Franchisor Parties.

4. Extend to and provide indemnity for all obligations assumed by you under this Agreement and all other items for which you are required to indemnify us under this Agreement.

5. Contains such endorsements (to the extent available) as we may specify from time to time in the Brand Standards.

6. Be primary to and without right of contribution from any other insurance purchased by the Franchisor Parties.

7. Provide, by endorsement, that we are entitled to receive at least 30 days prior written notice of any intent to reduce policy limits, restrict coverage, cancel, not renew or otherwise alter or amend the policy.

8. Contain a waiver of subrogation rights against us, the other Franchisor Parties and any of our successors and/or assigns. Be placed with insurers that have received an AM Best's (or the equivalent of AM Best's) financial strength rating of "A" or better and a financial size category of "VII" or greater. Exceptions are available only where agreed to in writing in advance by us.

9. All public liability policies may be required by us to contain a provision that, although we are named as an additional insured, we are nevertheless entitled to recover under said policies on any loss occasioned to us or the other Franchisor Parties by reason of your negligence or that of your servants, agents or employees.

C. All liability insurance you are required to maintain will insure against our vicarious or imputed liability for actual and (unless prohibited by applicable law) punitive damages assessed against you, us and/or the other Franchisor Parties.

D. You agree not to reduce the policy limits, restrict coverage, cancel or otherwise alter or amend any required insurance policy without our specific advance written consent, which may be denied for any or no reason.

E. If there is a claim by any one or more of the Franchisor Parties against you, you must, upon our request, assign to us all rights which you then have or thereafter may have with respect to the claim against the insurer(s) providing the coverages described in this Section 15.01.

F. You agree that we may periodically add to, modify, substitute or delete the types and amounts of insurance coverage which you are required to maintain under this Agreement, and all features and elements thereof, by written notice to you (through modifications to the Brand Standards or otherwise). Upon delivery or attempted delivery of this written notice, you agree to immediately purchase insurance conforming to any such newly established standards and limits.

15.02 Certificates of Insurance

A. You agree to promptly provide us with certificates of insurance evidencing the coverages required by this Agreement at least ten (10) days prior to your commencing any of the activities or operations contemplated by this Agreement and, thereafter, at least thirty (30) days prior to the expiration of any such policy. All certificates must evidence proper coverage as required by this Agreement and the Brand Standards. Attached to each certificate shall be a copy of the endorsement amending any clause in the subject policy which relates to other insurance and confirming that all coverage is primary insurance and that our insurance (and the insurance of the other Franchisor Parties) is applicable only after all limits of your policy(ies) are exhausted.

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B. You agree to renew all insurance policies and documents and to furnish renewal certificates of insurance to us before the expiration date of the expiring policy in question. We may at any time require you to forward to us full copies of all insurance policies.

15.03 Purchase of Insurance on Your Behalf

If you fail to purchase insurance conforming to the standards and limits we prescribe, we may (but we are not required to) obtain on your behalf the insurance necessary to meet these standards, through agents and insurance companies that we choose. If we do this, then you must immediately pay the required premiums or reimburse us for the premiums we advanced and must also pay us a reasonable fee for the efforts we undertake to obtain such insurance for you. Nothing contained in this Agreement will impose any duty or obligation on us to obtain or maintain any specific forms, kinds or amounts of insurance on your behalf.

15.04 No Undertaking or Representation

Nothing in this Agreement may be considered our undertaking or representation that the insurance that you are required to obtain or that we may obtain for you will insure you against any or all insurable risks of loss which may arise out of or in connection with the operation of the franchised Business. We advise you to consult with your insurance agent and other risk advisors regarding any types, amounts or elements of insurance coverage beyond those specified herein which may be prudent to obtain.

16. PIZZA HUT MARKS

16.01 Our Ownership of the Pizza Hut Marks

A. You agree that the Pizza Hut Marks are our (or our affiliates') exclusive property. You assert and will in the future assert no claim to any goodwill, reputation or ownership of the Pizza Hut Marks by virtue of your licensed use of the Pizza Hut Marks or for any other reason. You agree that you will not do or permit any act or thing to be done in derogation of any of our rights or the rights of our affiliates in connection with the Pizza Hut Marks, either during or after the Term of this Agreement. You agree not to apply for or obtain any trademark or service mark registration of any of the Pizza Hut Marks or any confusingly similar marks in your own name. You agree to use the Pizza Hut Marks only for the uses and in the manner licensed under this Agreement and as provided in this Agreement. You agree that under no circumstance will you incorporate any of the Pizza Hut Marks, any portion thereof or any name or mark derivative of or similar to the Pizza Hut Marks, in your name without our express written consent. You may never use the Pizza Hut Marks in connection with any other business except for the franchised Business. You agree that you will not, during or after the Term of this Agreement, impair the goodwill associated with the Pizza Hut Marks or in any way dispute or impugn the validity of the Pizza Hut Marks, our rights (or those of our affiliates) to the Pizza Hut Marks, or the rights of us, our affiliates, other franchisees of ours or other third parties to whom we may have licensed the Pizza Hut Marks.

B. In all instances your use of the Pizza Hut Marks must comply with our directions, limitations, specifications and authorized prescribed uses. You expressly understand and agree that you are bound not to represent in any manner that you have acquired, and you will not assert any claim to, any ownership, goodwill, reputation or equitable rights in any of our Pizza Hut Marks by virtue of the limited license granted under this Agreement, by virtue of your use of any of the Pizza Hut Marks or otherwise. All of your uses of the Pizza Hut Marks, whether as a trademark, service mark, trade name or trade style, will inure to our benefit. Following the expiration or termination of this Agreement, no monetary amount will be attributable to any goodwill associated with your use of the Pizza Hut Marks or operation of the franchised

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Business or your Restaurant(s), including any "local goodwill," which, you expressly agree, exclusively vests in us.

C. You acknowledge that our rights in the Pizza Hut Marks are not limited to the specific presentation or configuration of any of them, but rather extend to all combinations and displays of the words and/or design elements thereof and extend to all translations of them in any language. Further, you acknowledge and agree that our and our affiliates' rights in and to the Pizza Hut Marks are not limited to such rights as may be conferred by registrations thereof or by applications for registrations but, instead, include extensive common law and other rights in the Pizza Hut Marks vested in us as a result of their use by us, our affiliates and other authorized parties.

16.02 Use and Display of Pizza Hut Marks

A. Permitted Use.

1. Your right to use the Pizza Hut Marks is limited to the uses authorized under this Agreement and as provided in our Brand Standards.

2. The license granted to you to use the Pizza Hut Marks is applicable only to your Restaurant(s) situated at the Location(s) and any permitted Satellites, except that you may use the Pizza Hut Marks in connection with approved advertisements for your Restaurant(s) and may deliver products produced at your Restaurant(s) throughout the Delivery Area.

3. You may use the Pizza Hut Marks only for the operation of the franchised Business or in approved advertising for the franchised Business.

4. You will exercise caution in your use of the Pizza Hut Marks to ensure that they (and the goodwill associated with them) are not jeopardized in any manner.

B. Prohibited Use.

1. You may not offer or sell any food, beverage or other product (whether or not an Approved Product) at or from any Restaurant under or in connection with any trademark, service mark, trade name or trade dress (including product package design) other than the Pizza Hut Marks without our prior written consent in each case (which we may grant or deny for any reason or no reason).

2. You may not use the Pizza Hut Marks in any manner or in connection with any statement or material that is (in our reasonable business judgment) in bad taste or inconsistent with our public image, or that could tend to involve us, you or the Pizza Hut System in a matter of political or public controversy, or tend to bring disparagement, ridicule or scorn upon us, you, the Pizza Hut Marks or the goodwill associated with the Pizza Hut Marks.

3. You may not use any Pizza Hut Mark in connection with the sale of any unauthorized service, product or program or in any other manner not explicitly authorized in writing by us.

4. You may not use the Pizza Hut Marks in any way which will incur any obligation or indebtedness on our behalf.

5. Any unauthorized use of the Pizza Hut Marks by you will constitute an infringement of our rights and a material and incurable breach of this Agreement which, unless we waive the

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breach, will entitle us to terminate this Agreement immediately upon notice to you, with no opportunity to cure.

C. Signage. You will cause all point of purchase materials and all other paper goods, all exterior and interior signage, all delivery vehicles, and all promotional and advertising materials to bear the Pizza Hut Marks as we direct in our Brand Standards or otherwise. You agree to affix our Pizza Hut Marks on the facilities of your franchised Business, including your Restaurant(s), your franchised Business's point-of-sale materials, signs, stationery, advertising, sales, marketing and promotional materials, delivery vehicles, and other objects in the size, color, lettering style and fashion and at the places which we designate in our Brand Standards or otherwise. You also agree to display the Pizza Hut Marks and relevant trademark and copyright notices pursuant to the requirements set forth in the Brand Standards. No trademarks, logotypes, names, symbols or service marks other than the Pizza Hut Marks may be used by or in connection with your franchised Business in any fashion whatsoever except as we may expressly provide in our Brand Standards or as we may approve in writing.

D. Registration. You agree to comply with this Agreement's and our Brand Standards' instructions in executing any documents considered necessary by us or our counsel to obtain protection for the Pizza Hut Marks or to maintain their continued validity and enforceability.

E. No Agency Relationship. You must never identify yourself as an agent of ours. You must conspicuously identify yourself, your franchised Business and your Restaurant(s) as an independently owned and operated franchised business in all dealings with your customers, contractors, suppliers, public officials and members of the public, and in all advertising, promotion and marketing related to your Business. You agree to place this notice of independent ownership in your Restaurant(s) and any other facilities of your franchised Business and on printed materials, business cards, stationery, marketing and advertising materials, signs and other written or electronic modes in the form, size and manner we specify in our Brand Standards or otherwise and in such fashion as we require from time to time.

16.03 Our Defense of the Pizza Hut Marks and Copyrights

A. If you receive notice, are informed of, or learn of any claim, suit, or demand against you on account of any alleged infringement, unfair competition, or similar matter relating to your use of the Pizza Hut Marks or any of our copyrights (each, a "**claim**"), you agree to promptly notify us. We will then promptly take any action we may consider necessary to protect and defend you against the claim, so long as the claim is based solely on any alleged infringement, unfair competition, or similar matter relating to your use of the Pizza Hut Marks. You may not settle or compromise any claim of a third party without our prior written consent. We will have the sole right to defend, compromise, and settle the claim (as well as any other administrative proceedings or litigation involving the Pizza Hut Marks) at our sole cost and expense, using our own counsel. You agree to cooperate fully with us in connection with the defense of the claim and to execute any and all documents, and do any and all things, as our counsel deems necessary, including (but not limited to) becoming a nominal party to any legal action. If you do so, then we shall reimburse you for your out-of-pocket costs in doing such acts and things, but you will bear the salary costs of your employees and we will bear the costs of any judgment or settlement. You grant irrevocable authority to us, and appoint us as your attorney in fact, to defend and/or settle all claims of this type. You may participate at your own expense in the defense or settlement, but our decisions with regard to the defense or settlement will be final.

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B. We will have no obligation to you under this Section 16.03 if the claim arises out of or relates to your use of any of the Pizza Hut Marks in violation of the terms of this Agreement and/or the Brand Standards.

16.04 Prosecution of Infringers

If you receive notice or are informed or learn that any third party which you believe is not authorized to use the Pizza Hut Marks is using the Pizza Hut Marks or any variant of the Pizza Hut Marks, you agree to promptly notify us. We will then determine whether or not we wish to take any action against the third party on account of the alleged infringement of our Pizza Hut Marks. You will have no right to make any demand or to prosecute any infringement claim. If we undertake an action against an infringing party, we have the sole right to control such action, and you must execute any and all documents and do such acts and things as, in our counsel's opinion, are necessary including (but not limited to) becoming a nominal party to any legal action. Unless the litigation is the result of your improper use of the Pizza Hut Marks, we shall reimburse you for your out-of-pocket costs in doing such acts and things, but you will bear the salary costs of your employees.

16.05 Discontinuance or Substitution of Pizza Hut Marks

If now or hereafter one or more of the Pizza Hut Marks can no longer be used, or if we in our sole business judgment determine to adopt and use one or more additional or substitute Pizza Hut Marks or discontinue any Pizza Hut Marks, then you agree to promptly comply with any of our directions or instructions to modify or discontinue use of any Pizza Hut Marks and/or adopt and use one or more additional substitute Pizza Hut Marks. We shall have no obligation to reimburse you for any expenditures you make to comply with such instructions or directions. Nor will we be liable to you for any other expenses, losses or damages sustained by you or your franchised Business as a result of any Pizza Hut Marks addition, modification, substitution or discontinuation. You waive any claim for any such expenses, losses or damages and covenant not to commence or join in any litigation or other proceeding against us or any of our affiliates for any of these expenses, losses or damages.

17. ADVERTISING

17.01 Administration of the Pizza Hut Advertising Fund

We or the IPHFHA (see below) will administer the Advertising Fund as follows:

A. **Advertising Fund Contributions.** As provided in Section 19.03, you agree to pay an Advertising Fund contribution in an amount equal to 4.75% of the prior month's Gross Sales of each of your franchised Pizza Hut Restaurant(s) Your contribution, combined with the contributions made by all other Pizza Hut Restaurants, will constitute the Advertising Fund.

B. **Advertising Committee Agreement.** We are a successor party to the Advertising Committee Agreement. So long as this Advertising Committee Agreement is in effect, we may delegate our authority over, and control of, the Advertising Fund to the Advertising Committee (half of whose appointees are selected by us and the other half by IPHFHA). So long as the Advertising Committee Agreement is in effect, you must join and remain a member of IPHFHA; abide by its constitution, bylaws, rules and regulations; and, timely pay the dues that IPHFHA assesses its members for contribution to the Advertising Fund (as administered by the Advertising Committee under the Advertising Committee Agreement). The amount that you pay as dues to IPHFHA for national Advertising Fund contributions to be administered by the Advertising Committee will be credited, dollar for dollar, toward your Advertising Fund contribution requirements hereunder. We will remit to the Advertising Committee any Advertising Fund contributions paid to us by any Pizza Hut Restaurant. You hereby irrevocably agree to exercise all of your voting power in IPHFHA to implement an Advertising Fund contribution rate no lower than 4.75% of your Restaurant(s)'s prior month's

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Gross Sales. So long as we have delegated our authority over, and control of, the Advertising Fund to the Advertising Committee, we will have no responsibility for the Advertising Fund or for the decisions made by the Advertising Committee (but we will nevertheless retain full and final control over all uses of the Pizza Hut Marks).

C. Administration of the Pizza Hut Advertising Fund. All advertising of the Pizza Hut System in the United States shall be centrally administered nationwide by the Advertising Committee (or, upon termination or expiration of the Advertising Committee Agreement, by us). In the course of its deliberations, the Advertising Committee (or we) may determine to allocate some, all or none of the Advertising Fund to any form of media or any other blend of advertising, marketing, promotion and public relations it determines (or, upon termination or expiration of the Advertising Committee Agreement, we determine). The Advertising Committee (or, as may be applicable, we) will direct all advertising programs with sole control over the creative concepts, materials and media used in such programs, and the placement and allocation of Advertising Fund advertising. You acknowledge that the Advertising Fund is intended to further general public recognition and acceptance of the Pizza Hut Marks for the benefit of the System. You further acknowledge that we and the Advertising Committee undertake no obligation in administering the Advertising Fund to make expenditures for you which are equivalent or proportionate to your contributions, to ensure that any particular franchisee benefits directly or pro rata from the placement of advertising or to ensure that any advertising impacts or penetrates your market area. The Advertising Fund is not a trust and neither we nor the Advertising Committee is a fiduciary with respect to the Advertising Fund. Neither the Advertising Committee nor we need expend payments to the Advertising Fund in the same year that they are received. Our and the Advertising Committee's good faith decisions regarding expenditure of the Advertising Fund will be final and binding (though we and the Advertising Committee may, in our/its sole discretion, seek input from you and/or other franchisees regarding expenditures of the Advertising Fund).

17.02 Local Advertising

A. You may expend funds on local advertising in the general market area of your franchised Restaurant(s) in strict compliance with the approved media, procedures and protocols governing same set forth in our Brand Standards. You may only use advertising which we have either furnished or approved in writing in advance. You agree to conduct all advertising which uses the Pizza Hut Marks or refers in any way to your franchised Business in a dignified manner and in a fashion calculated to avoid fraud, illegality, deception, misrepresentation, embarrassment, shame, ridicule, disparagement or liability of any type or nature accruing to you, us, your franchised Business, the System, your Restaurant(s) or other Pizza Hut Businesses. You agree to conform all of your advertising to the standards, specifications and requirements set forth in writing by us in our Brand Standards or otherwise.

B. You agree to submit to us for approval, before use or dissemination, copies of all proposed advertising you intend to use (except for advertising which we furnish to you under this Agreement or advertising you have previously submitted and we have approved). Our approval of any of your proposed advertising may be withheld for any or no reason. If we do not respond within ten business days following our documented receipt of your proposed advertising material, then our approval will be deemed withheld and the proposed advertising material not approved. You acknowledge that our grant or denial of our approval of your proposed advertising will not give rise to any liability on our part and you waive any possible claims against us to the contrary.

C. Any amounts you expend on local advertising will not count toward satisfying your Advertising Fund contribution requirements hereunder.

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17.03 Advertising Cooperatives

One or more franchised or company-owned Pizza Hut Restaurants may desire from time to time to engage in joint local advertising by means of a regional or metropolitan area advertising cooperative. Any such advertising cooperative may only be formed, maintained and conduct business with our prior written consent (which may be granted or withheld for any reason or no reason) and, once established, must in all respects comply with our Brand Standards governing same.

18. TRANSFER

18.01 Transfer by Us

A. We have the right to Transfer (whether by assignment, delegation or otherwise) all or any part of our rights, privileges, and/or duties under this Agreement to any Person, without your consent and without notice to you. If we Transfer this Agreement, you expressly agree that immediately upon and following such Transfer, this Agreement will inure to the benefit of our successors and assigns and we will no longer have any obligation - - directly, indirectly or contingently - - to perform or fulfill the duties or obligations imposed upon "Franchisor" hereunder. Moreover, to the extent that we have arranged for one or more of our affiliates to perform certain activities on our behalf and at our direction, as contemplated by this Agreement, our affiliates will similarly have no obligation, contingent or otherwise, to continue to perform such activities following any such Transfer of this Agreement by us. Instead, all such duties and obligations will be performed solely by our transferee, and you will never assert, contend or complain otherwise.

B. You agree and affirm that we may undertake a refinancing, recapitalization, securitization (whether by private or public offering), leveraged buyout or other economic or financial restructuring. You expressly waive any and all claims, demands or damages arising from or related to such activities.

C. You also agree that we may purchase, merge, acquire, be acquired by or affiliate with an existing competitive or non-competitive franchise or non-franchise network, chain or any other business regardless of the location of that other business' facilities, and that following such activity we may (except as provided in Section 3.01) operate, franchise or license those other businesses and/or facilities under any names or marks, including the Pizza Hut Marks, regardless of the location of these businesses and/or facilities, which may be within your Protected Radius or immediately proximate to your Protected Radius.

18.02 Transfer by You – General

A. You understand and acknowledge that we have entered into this Agreement in reliance on and in consideration of the personal skill and qualifications of your Related Persons, and the trust and confidence that we repose in your Related Persons, and that this Agreement and the franchise conveyed hereunder is therefore personal to you and is your personal obligation. Accordingly, except as provided below, neither all nor any part of any Ownership Interest in you; your interest in this Agreement; the franchise conveyed hereby; your rights, privileges or obligations under this Agreement; the franchised Business; your Restaurant(s); transfer, surrender, or loss of the possession, control, or management of your Restaurant(s); the ownership of your franchised Business; your Location(s); your Lease(s) (as applicable); or, your rights to use the System, Pizza Hut Marks, Confidential Information and/or Brand Standards may in whole or in part be sold, assigned or otherwise Transferred in any fashion without first obtaining our written consent in accordance with this Article 18 and without first complying with our right of first refusal pursuant to Section 18.06 below.

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B. For the avoidance of doubt you may not, without our prior written consent, Transfer or offer to Transfer any assets that bear any of the Pizza Hut Marks, except (a) to us or a subsidiary or franchisee of ours, or (b) to an established salvage dealer, who destroys or disables the assets transferred under your direct supervision. In addition, you may not, without our prior written consent, Transfer or offer to Transfer, by public or private auction, or advertise publicly for Transfer, any of the furnishings, interior and exterior decor items, supplies, inventory, fixtures, equipment, smallwares, or other personal property used in connection with your System Restaurants.

C. Any actual or attempted assignment, sale or other Transfer by you of all or any part of this Agreement, the franchise conveyed hereunder, the franchised Business, your franchised Restaurant(s), any Ownership Interest in you, any of the other interests, rights or privileges identified in the preceding paragraph, or any interest in any of these, in violation of the terms of this Article 18, will be null, void and of no effect except that it will be a material and incurable breach of this Agreement which, unless we waive to the breach, will entitle us to terminate this Agreement immediately.

18.03 Transfer by You – Certain Permitted Transfers

A. A Transfer by you by means of an assignment, issuance or redemption of any Ownership interest in you is permitted to a Person that is (i) already a (as applicable) shareholder, member, partner or other category of owner of your franchised Business; (ii) the spouse of such individual; (iii) a trust, a will, family partnership or other estate planning vehicle controlled by such individual; or, (iv) a business entity owned, Controlled and composed solely of such individuals in the same proportionate Ownership Interest as each such individual had in you before such Transfer, on the terms and conditions provided below. You agree to immediately report to us all such assignments or other Transfers of Ownership Interests in you, in accordance with the procedure set forth in our Brand Standards or otherwise. Any such Transfer pursuant to this Section 18.03 shall not be subject to our Right of First Refusal in Section 18.06 below.

B. Notwithstanding anything to the contrary in this Article 18, you may assign up to an aggregate total of 20% of the Ownership Interest in you, to your employees who are actively engaged in the operation of your Business under this Agreement, provided that: (i) the proposed transferee submits to us a franchise application in the form we prescribe from time to time prior to such proposed Transfer; (ii) you and your affiliates are not in default under this Agreement or any other agreement with us or our affiliates (excluding an affiliate which administers a separate franchise network); (iii) the proposed transferee is not a participant in a Competitor or an affiliate of a Competitor; and (iv) the proposed transferee is not engaged by you in contravention of the Patriot Act, any law, rule or regulation pertaining to immigration or terrorism, and is not any other legally prohibited individual. Transfers made under this paragraph may be made without complying with the other terms of this Article 18, and, once created, those Ownership Interests in you will be subject to all terms and conditions of this Agreement, including the restrictions on Transfers, the requirements of owner Guaranties and agreements (e.g., such transferees would be required to deliver a Guaranty and/or Assumption of Obligations, as applicable), and the covenants of confidentiality and against competition.

18.04 Transfer by You – Sale to Third Party

A. If we do not elect to exercise our right of first refusal (as provided in Section 18.06 below), then we will not unreasonably withhold consent to your sale, assignment or other Transfer (as defined in Appendix A) of any Ownership Interest in you, the franchise conveyed by this

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Agreement, your Business, your Restaurant(s), your Location(s), your Lease and your right to use the System, or any interest in any of these, to a third party. You agree that it will not be unreasonable for us to impose, among other requirements, the following conditions to granting consent (or denying consent in the absence of their satisfaction) to your proposed sale, assignment or other Transfer of any of the foregoing:

1. That the proposed transferee (meaning all entities and individuals which, after the proposed sale, assignment or other Transfer, will be franchisees or Related Persons under this Agreement or under any successor agreement) applies to us for acceptance as a franchisee and demonstrates to our satisfaction that the proposed transferee, each and every Related Person of the proposed transferee, and, the proposed transferee's contemplated Qualified Operator(s) possesses the skills, qualifications, then-existing and projected financial condition, background and history, reputation (including, if the proposed transferee is already a Pizza Hut franchisee, that it be in good standing under its Franchise Agreements with us and have demonstrated performance within the Brand meeting our standards for franchisee growth), then-existing and projected economic resources, education, managerial and business experience, moral character, credit rating, absence of conflicting interests, and ability to assume your and your Qualified Operator's duties and obligations under this Agreement and any successor and related agreement. You must pay the reasonable costs of any such investigation conducted by us.

2. That, upon our request, each and every Related Person of the proposed transferee and its proposed Qualified Operator(s) present themselves for a personal interview at our corporate office, or any other location we designate, at the date and time we reasonably request, without expense to us. We may determine to meet with the proposed transferee and/or Qualified Operator(s) at his, her or its principal place of business or residence and, if we do so, you will reimburse us for all travel, lodging, meals and personal expenses related to such meeting.

3. That the proposed transferee has the organizational, managerial and financial structure and resources required to conduct the franchised Business properly, taking into account such factors (among others) as the number of Restaurants and market areas involved and their geographic proximity.

4. That the proposed transferee complies with our ownership requirements relative to the control of the proposed transferee and the franchised Business.

5. That the proposed transferee have those financial resources and capital to operate the franchised Business in accordance with such standards and the satisfaction of such conditions as we indicate from time to time.

6. That the proposed transferee; his, her or its proposed Qualified Operators, who must comply with our then-current requirements for Qualified Operators; and, such other post-transaction employees of the franchised Business as we designate attend and successfully complete our Initial Training Program before the Transfer, and any other training that we reasonably require, at the transferee's expense (which will include our then-current training fee and the cost of the trainees' transportation, lodging, food and other living expenses). Each individual undergoing such training must first execute the Confidentiality Agreement substantially in the form of Appendix I-2. We may waive these requirements if the proposed transferee is one of our existing franchisees in Good Standing.

7. That, if required, the lessor or sublessor of your Restaurant Location consents in writing to the Transfer to the proposed transferee.

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8. That, as of the date of the Transfer, you have cured any existing defaults under any provisions of this Agreement or any other agreement or arrangement with us or our affiliates; have fully satisfied, in all respects, all of your accrued and/or then-current monetary and other obligations to us and our affiliates, excluding an affiliate which administers a separate franchise network, (under this Agreement or otherwise), all sources of financing of your franchised Business and all material sources of supply of your franchised Business; and are in full compliance with your obligations under this Agreement (including your obligations to satisfy all Restaurant maintenance and asset upgrade requirements in connection with this Agreement and/or our Brand Standards).

9. That the transferee execute a new Franchise Agreement with us on our then-current form, and all other agreements with us, our affiliates or our designees required of new franchisees, in the form and on the terms and conditions we then offer to new franchisees, which terms and conditions may vary significantly from this Agreement. The transferee will not be obligated to pay another Initial Franchise Fee under the new Agreement but will be required to pay our then-current fees for furnishing our Initial Training Program and any other services we are required to furnish under the new Agreement. The term of the new Franchise Agreement will be the balance of the Term of this Agreement. The obligations and timetables set forth in this Agreement governing your duties to Rebuild, Relocate, Major Remodel or Minor Remodel your Restaurant(s) to conform with our then-current Brand Standards and the specifications set forth therein for the applicable System Restaurant Concept(s) in the United States shall carried forward to and incorporated in any new Franchise Agreement and shall be binding on the Transferee. Contemporaneously with the execution of the new Franchise Agreement, you will execute a termination agreement and general release (on our then-current form and further described in Section 18.04 below) which will terminate this Agreement, except for your guarantees; any of your obligations to us or our affiliates which remain outstanding and/or unsatisfied; and, the post-termination and post-expiration provisions of this Agreement which, by their nature, are intended to survive.

10. That the transferee has acquired, or will be able to immediately acquire following the execution of the new Franchise Agreement, all permits, licenses and other authorizations required by any federal, state or local, rule or regulation to operate the franchised Business. If applicable law enables you to transfer or assign any of the aforementioned permits, licenses and/or authorizations which you possess to the transferee, then you agree to do so immediately following our execution of the transferee's new Franchise Agreement.

11. Notwithstanding the foregoing, you understand and agree that you will remain fully liable and responsible for all of your obligations to us and our affiliates under this Agreement which relate to or arose in connection with the operation of your franchised Business prior to the effective date of the transferee's new Franchise Agreement (specifically including your obligation to indemnify us and the other Franchisor Parties identified in Appendix A) and you agree to execute any and all documents we reasonably request to further evidence such liability.

12. That we have the absolute right to require any owners or other parties having an Ownership Interest in the proposed transferee or the Restaurant Location to execute a guaranty substantially identical to the form included within our then-current franchise disclosure document.

13. That the Total Sales Price of your sale, assignment or other Transfer is not so excessive, in our business judgment, that it jeopardizes the continued economic viability and future operations of the franchised Business and/or the transferee.

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14. That you and each of your Related Persons (including each Guarantor) execute a termination agreement and general release (on our then-current form) (i) terminating this Agreement (which termination will exclude, among other things, your guarantees, any of your obligations to us or our affiliates which remain outstanding and/or unsatisfied, and the post-termination and post-expiration provisions of this Agreement which, by their nature, are intended to survive) and (ii) releasing us and the Franchisor Parties of any and all claims, demands and causes of action which you and each of your Related Persons (including each Guarantor) may or might have against us and/or any of the Franchisor Parties through the date of execution of the transferee's new Franchise Agreement.

15. That all of the requirements of the transferee's new Franchise Agreement concerning business entities must be complied with before we will execute the new Franchise Agreement and, as applicable, will continue to be complied with thereafter.

16. That you furnish us with a copy of any proposed contract of Transfer (and any related agreements or documents we may otherwise require) and, promptly following execution, furnish to us a copy of the executed contract of Transfer (and any related agreements).

17. That you pay us the transfer fee required by Section 19.06.

18. That neither the proposed transferee, any of its Related Persons or any proposed Qualified Operator Directly or Indirectly owns, operates or has any Ownership Interest in, or has a material business relationship with, a Competitor of us or any of our affiliates (excluding an affiliate which administers a separate franchise network).

19. That we approve the proposed transferee's contemplated Qualified Operator(s) to serve as such following the subject Transfer.

20. That neither the proposed transferee, nor any of its affiliates (including their directors and officers), owners or the funding sources for any of them, is a Restricted Person.

B. You expressly agree that your obligation to indemnify and hold harmless us and the other Franchisor Parties under Section 14.01 of this Agreement extends to and includes liabilities arising from or relating to, directly or indirectly, any statements, representations or warranties that you may give to or receive from any proposed transferee and/or any claim that you (and your owners, Qualified Operator, management or employees) or your transferee engaged in fraud, deceit, violation of franchise laws or other illegality in connection with the negotiation or consummation of the Transfer. As with all other indemnification obligations set forth in this Agreement, this specific indemnification obligation will survive the termination or expiration of this Agreement.

C. You further understand and agree that our approval of any Transfer will not constitute our waiver of any claims against you by us or our affiliates, under this Agreement or otherwise.

D. The provisions of Section 18.02 through Section 18.04 pertain to any lease, management agreement or other agreement which would have the effect of transferring any material asset or control of all or any part of the operations of your franchised Business and/or Restaurant(s) to any third party. Any such agreement must first be approved by us in writing. We will not unreasonably withhold our approval, but our approval may be denied if such agreement is on terms materially different from those which would result from arms-length negotiations or if we determine that the fees payable under such agreement are excessive. Any such agreement and any party thereto who, as a result of the agreement, may directly or indirectly be involved in the ownership of the assets or operations of the franchised Business must

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meet such standards and conditions as we have put in place at the time you request our consent.

E. Any Transfer of a System Restaurant or a Controlling Ownership Interest in you, any of your affiliates that Control you, or any System Restaurants may be made only with at least 30 days' advance notice to us and our prior written consent in accordance with the terms and conditions of this Section 18.04.

18.05 Transfer by You – Transfer Upon Death, Disability or Retirement

A. You must at all times have in place a succession plan that we approve in accordance with the standards set forth in this Article, elsewhere in this Agreement, in our Brand Standards or otherwise, articulating the succession of ownership rights and interests upon your owners' death, disability, or retirement from the franchised Business. If no such approved succession plan exists, the protocol described herein shall take effect.

B. Upon the death or disability of one or more of your owners (but not the last surviving owner, which is addressed in the following paragraph), then the estate, heirs, legatees, guardians or representatives of such owner may freely sell, assign or otherwise Transfer the deceased's or disabled's interest in this Agreement and/or its interest in the franchised Business to any of the following: (i) the spouse of such individual; (ii) any individual or entity which, at the time of the subject death or disability, is already a (as applicable) Controlling shareholder, member, partner or other category of owner of your franchised Business; or, (iii) the franchised Business itself. Any other sale, assignment or other Transfer of the deceased's or disabled's Ownership Interest in you or your franchised Business shall be subject to all of the provisions of Section 18.04. You agree to immediately report to us all such Transfers of Ownership Interests in you in accordance with the procedure set forth in our Brand Standards or otherwise.

C. Upon the death or disability of your last surviving owner, that person's rights will pass to his or her Estate, unless otherwise provided for in such last surviving owner's will, trust or other estate planning vehicle.

D. The Estate shall have a reasonable period of time (not to exceed six months) following the death or disability to sell, assign or otherwise Transfer (as applicable) the Estate's Ownership Interest in you or the franchised Business in accordance with the provisions of Section 18.04 and subject to our right of first refusal under Section 18.06. Until such sale, transfer or assignment is consummated, the Estate may continue the operation of your franchised Business but only if, at all times, one or more approved Qualified Operator, as necessary, of your franchised Business is at all times supervising the operation of your Business and, further, only if all other terms and provisions of this Agreement are complied with.

E. If at any time following the death or disability of your last surviving owner, the Estate fails to have one or more approved Qualified Operators, as necessary, supervising the operation of your franchised Business on a full-time basis, then until the Estate retains one or more approved Qualified Operator, as necessary, we may operate your franchised Business (or appoint a third party to operate your franchised Business) on an interim basis, but we will have no obligation to do so. If we operate your franchised Business on an interim basis (or appoint a third party to operate your franchised Business on an interim basis), we will deduct our reasonable expenses for travel, lodging, meals and all other expenses and fees from your franchised Business's Gross Sales and also pay ourselves an interim operation fee equal to the greater of: (i) two times the salary paid to the individual(s) assigned by us to operate the

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Business, or (ii) 10% of the Business's monthly Gross Sales. This interim operation fee will be in addition to the Monthly Service Fee due us under this Agreement. We will then remit any remaining funds to the Estate. The Estate and any Guarantor of this Agreement must pay us any deficiency in sums due to us under this Agreement within ten days of our notifying the Estate and such Guarantor of the deficiency. If we operate your franchised Business (or appoint a third party to operate your franchised Business) on an interim basis, we will not be responsible for any operational losses of the Business, nor will we (or a third party) be obligated to continue operating the Business on an interim basis. You understand and acknowledge that during any such interim period, you are still the owner of your franchised Business, and you continue to bear sole liability for any and all accounts payable, obligations, and/or contracts, including all obligations under the Lease and all obligations to your vendors, employees, and contractors. You understand that we are not required to use your employees, vendors, or accounts to operate your franchised Business. You also agree that we may elect to cease such interim operations of your franchised Business at any time with notice to you.

18.06 Right of First Refusal

Your rights to assign, redeem, sell or otherwise Transfer any Ownership Interest in you, this Agreement or the franchised Business, voluntarily or by operation of law (as provided above), will be subject to our right of first refusal (except in those instances specified above where no such right will pertain), which right of first refusal we may freely assign to any individual or entity. We will exercise our right of first refusal in the following manner:

A. You must deliver to us a true and complete copy of the proposed transferee's offer (the "**notice**") including all its terms and furnish to us any additional information concerning the proposed transaction and the proposed transferee that we reasonably request. Your submission of such information must be accompanied by the transferor's representation and warranty that all of the information submitted to us is true, accurate, complete and correct in all respects and you must also furnish us with an appropriate resolution of your governing body authorizing the proposed sale.

B. We shall have thirty (30) days following our receipt of the notice (or, if we request additional information, thirty (30) days following our receipt of the additional information) to notify you of our intent to exercise our Right of First Refusal and to conduct due diligence into the transaction. Our due diligence will be of the type, nature and scope customary for transactions similar to the proposed transaction at issue and, in connection with our due diligence, you agree to make available to us immediately upon demand all information, data, books, or written or electronic records which we may reasonably request and, as well, shall make available to us for inquiry each owner and Guarantor of your franchised Business, the Qualified Operator of your Business and any other personnel we specify. As well, all of the requirements of your proposed transferee specified above in Section 18.04 of this Agreement must be complied with.

C. Within thirty (30) days after our receipt of your notice (or, if we request additional information, within thirty (30) days after receipt of the additional information), we may either consent or withhold our consent to the proposed Transfer, in accordance with this Section 18.06, or at our option accept the Transfer to ourselves or to our designee, on the terms and conditions specified in your notice. If we or our designee accept the Transfer, we will be entitled to all of the customary representations and warranties given by the seller of assets of a business, including representations and warranties as to ownership, condition of and title to assets, liens and encumbrances on the assets, validity of contracts and agreements, and your contingent and other liabilities affecting the assets. Any dispute regarding the value of all or any part of the assets or rights proposed to be Transferred and/or the consideration proposed

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to be paid or payable to you or any third party in connection with the proposed Transfer, which dispute is not resolved within a reasonable time, shall be determined by two (2) reputable, independent appraisers, as follows: Each party shall select one (1) reputable, independent appraiser and obtain an appraisal. The average of the appraisers' determinations shall be binding. Each party shall bear its own legal and other costs and the parties shall share the appraisal fees equally. If we exercise our right of first refusal, we will have the right to set off all appraisal fees and other amounts due from you to us or any of our affiliates. You expressly understand and agree that nothing in the offer which is the subject of your notice to us may contain any provision or condition the effect of which would be to increase the cost to us, or otherwise change the economic or other terms imposed on us, as a result of our substitution for the offeror, or as a consequence of compliance with the procedures set forth herein regarding our right of first refusal.

D. If a Transfer is proposed through the assignment, redemption or other Transfer that would result in a change in control of you, your franchised Business, and/or your Restaurants (as the term "control" is most broadly defined by federal and state corporate and securities laws), then we or our designee will have the option to purchase not only the Ownership Interests being Transferred but also all remaining Ownership Interests, so that our resulting ownership will be 100%. The price of these remaining Ownership Interests will be proportionate to the price of the interests initially being offered.

E. Our credit will be considered at least equal to the credit of any proposed purchaser. We may substitute the reasonable cash equivalent, not including the value of any tax benefits, for the value of any non-cash consideration proposed in the offer.

F. If we give notice of our exercise of our right of first refusal, closing on our purchase must occur within the later of: (i) sixty (60) days following your receipt of our notice to you; (ii) the closing period (if any) specified in the subject offer; or, (iii) such longer period as may be reasonably necessary to conduct the due diligence provided for above.

G. If we give notice of our exercise of our right of first refusal, you agree to take all reasonable action necessary to assign your Lease with the lessor of your Restaurant Location to us.

H. If we elect not to exercise our right of first refusal and we consent to the proposed Transfer, then you will, subject to the provisions of this Section 18.06, be free to assign or otherwise Transfer this Agreement or the franchised Business to your proposed transferee on the terms and conditions specified in the notice if you satisfy the conditions of Section 18.04 for our approval of a Transfer and if you close the transaction within sixty (60) days (or such further time as may be stipulated by law, rule or regulation). If, however, the terms specified in your notice are changed, the changed terms will be considered a new offer, and we will have an identical right of first refusal with respect to this new offer. Further, if you fail to close the Transfer transaction within sixty (60) days (or such further period of time as may be stipulated by applicable law, rule or regulation), then our right of first refusal hereunder shall be restored and we may elect to exercise same within thirty days thereafter.

I. Our election not to exercise our right of first refusal with respect to any offer will not affect our right of first refusal with respect to any later or modified offer. If we do not exercise our right of first refusal, this will not constitute approval of the proposed transferee or the Transfer itself. You and any proposed transferee must comply with all the criteria and procedures for assignment of the franchise, this Agreement and/or the franchised Business specified in this Section 18.06. If Franchisor exercises its right of first refusal, then the selling shareholder shall be released of its obligations hereunder accruing after the date of such sale, except as otherwise provided in this Agreement in Article 21 or elsewhere.

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18.07 Security Interest

You may not without our prior written approval pledge, encumber, mortgage, hypothecate or otherwise grant any third party a security interest in this Agreement, the franchised Business, your Restaurant(s), your Location(s), any Ownership Interests in you, or any Ownership Interests in any business entity which Directly or Indirectly Controls you.

18.08 Your Offer and Sale of Securities

You may not offer without our prior written approval and/or sell securities (whether by private or public offering) of any type or nature or any other Ownership Interests in you, the franchised Business, any Related Person and/or any Guarantor.

18.09 Bankruptcy

A. If you, your franchised Business or any Related Person is the subject of any voluntary or involuntary proceeding under the U.S. Bankruptcy Code, as amended, and if this Agreement does not terminate as provided in Section 23.01 below but, instead, is to be assumed by, or assigned to, a third party individual or entity which has made a *bona fide* offer to accept an assignment of this Agreement as contemplated by the U.S. Bankruptcy Code, then you must notify us of any such proposed assignment or assumption within five days after your receipt of such proposed assignee's offer to accept assignment or to assume your rights and obligations under this Agreement. Such notice must be given to us, in any event, no later than ten days prior to the date application is made to a court of competent jurisdiction for authority and approval to enter into such assignment and assumption. The notice must contain the following:

1. the name and address of the proposed assignee;

2. all of the terms and conditions of the proposed assignment and assumption;

3. specific evidence that the proposed assignee can and will comply with all operational and other performance requirements, and with all conditions, obligations, duties, covenants and requirements of a franchisee under: (i) this Agreement; (ii) the standard form Franchise Agreement then being offered to our franchisees; (iii) such other ancillary agreements as we may require; and (iv) any of our Brand Standards and policies describing our franchisees' duties, obligations, conditions, covenants or performance requirements;

4. adequate assurance of future performance as provided in Section 365 of the U.S. Bankruptcy Code; and

5. satisfaction of the preconditions to Transfer set forth in Section 18.04 of this Agreement.

B. We will then have the prior right and option, to be exercised by notice given at any time prior to the effective date of the proposed assignment and assumption, to accept such assignment to ourselves, our affiliate or another franchisee, upon the same terms and conditions, and for the same consideration (if any), as in the bona fide offer made by the proposed assignee, less any brokerage commissions or other expenses which may be saved by you as a result of our exercise of the rights and options granted to us herein. Under no circumstance shall we be liable for the payment of any brokerage commissions or other expenses as a result of our exercise of our rights and options hereunder unless we otherwise agree in writing.

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18.10 No Waiver of our Rights

Our consent to any sale, assignment or other Transfer under this Article 18 shall not constitute a waiver of any claims we may have against you, your franchised Business or any of your Related Persons, nor shall our consent be deemed a waiver of our right to require exact compliance with any of the terms of this Agreement by any transferee.

18.11 Attorneys' Fees and Other Expenses

You agree to pay for our outside counsel fees and other expenses incurred in connection with any proposed Transfer of a System Restaurant, Ownership Interest in you, or Ownership Interest in any of your affiliates.

19. YOUR PAYMENTS TO US, OUR AFFILIATES AND THIRD PARTY DESIGNEES

19.01 Initial Franchise Fee

You agree to pay us an Initial Franchise Fee in the amount of $25,000 for each franchised Restaurant authorized by this Agreement. We reserve the right to increase the Initial Fee annually consistent with the rate of inflation. The Initial Franchise Fee is payable in full when you sign this Agreement; is not refundable except as otherwise specifically provided in this Agreement; and, will be deemed fully earned when paid solely in consideration of our execution of this Agreement and not in exchange for any particular programs, products, services or assistance.

19.02 Monthly Service Fees

You agree to pay us a Monthly Service Fee in an amount equal to 6.0% of the prior month's Gross Sales of each Restaurant franchised hereunder. If applicable law prohibits you from paying us a percentage of your revenues from the sale of alcoholic beverages, then we will estimate the amount of such excluded revenues from the sale of alcoholic beverages and determine an effective royalty rate for you designed to account for such excluded revenue (but only with respect to those Restaurants situated within a jurisdiction prohibiting the payment of Monthly Service Fees based in part on the sale of alcoholic beverages).

19.03 Advertising Fund Contribution

You agree to pay us a monthly Advertising Fund Contribution equal to 4.75% of the prior month's Gross Sales of each of the Restaurants franchised hereunder. Your Advertising Fund Contributions will be expended as provided in Section 17.01 above.

19.04 Digital Technology Fees

You agree to pay to us or our affiliates (including Digico) a Digital Innovation Fee for each transaction conducted through a digital or other automated channel we establish in connection with costs and projected expenses associated with products and services provided or obtained in connection with digital innovation for the benefit of the Pizza Hut System. Commencing January 1, 2021, we or PH Digico LLC may increase the Digital Innovation Fee in our reasonable discretion (i) consistent with the rate of inflation, or (ii) as reasonably necessary to maintain market competitiveness.

19.05 Restaurant Technology Fee

You must pay to us or our affiliates a Restaurant Technology Fee (currently, a "**SUS Fee**") for each franchised Pizza Hut Restaurant franchised hereunder annually. We reserve the right to increase this Restaurant Technology Fee pursuant to the then-current Restaurant Technology agreement

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(currently, the "**SUS Agreement**") which you must execute, as annexed hereto as Appendix K and as required by Section 11.01 above.

19.06 Transfer Fees

In connection with any assignment or other Transfer permitted under Section 18.04 above, you must pay us a transfer fee in the amount of $2,500 plus an additional $250 for each Location embraced by this Agreement (whether or not you were then operating a Restaurant at any such Location) or such greater amount as may be necessary to reimburse us for our legal, accounting and other expenses incurred in connection with your Transfer.

19.07 Reporting and Payment

A. You agree to submit to us (unless we deem it unnecessary if it may be otherwise obtained by us through an automated or electronic mechanism) a weekly report (on approximately the same day) reporting your Gross Sales (on a Restaurant-by-Restaurant basis) for the week (seven-day period) ending no more than five days before the date of the report. You must also submit a monthly report to us for our receipt on or before the 20th day of each month. The monthly report will consist of a statement reporting all Gross Sales for the preceding month on a Restaurant-by-Restaurant and cumulative basis and your calculation of the Monthly Service Fee, Advertising Fund Contribution and other payments due thereon, all in the manner and form we prescribe. You must manually or electronically sign the monthly report as we direct in our Brand Standards. We reserve the right to require you to file your monthly reports electronically or through any now or hereafter developed mode of communication and/or date transmission. You also agree to furnish to us any other financial or non-financial data that we request concerning the activity of your Business in the form, manner and frequency that we requested.

B. Concurrent with your submission of your monthly report, you shall pay us the Monthly Service Fee, Advertising Fund Contribution and all other payments due for the preceding month, as specified in your monthly report.

C. We may require that any report referenced in this Section be prepared and submitted on a periodic basis in accordance with our internal accounting periods or an accounting calendar we may designate. We may also require that any fees due at regular intervals under this Agreement (including Monthly Service Fees and Advertising Fund Contributions) be paid on a periodic basis in accordance with our internal accounting periods or an accounting calendar we may designate.

D. We reserve the right to require the transmission of these and all other payments required under this Agreement to be effected by electronic funds transfer or other similar technology now or hereafter developed. You agree to pay all costs of electronic funds transfer or other similar technology we designate. We further reserve the right to require you to pay your Monthly Service Fees and Advertising Fund Contributions by direct account debit and, if we do so, you agree to deposit and maintain at all times sufficient funds to cover all fees and payments you owe to us and our affiliates in a segregated bank account (the "**Bank Account**") that you form and maintain for your franchised Business and Restaurant(s). The Bank Account must have the capacity to make payments through the means we designate and you must sign all documents required by your bank, our bank and us for approval and implementation of the debit or transfer process. If and when we implement this requirement, you may not change the Bank Account without our advance written approval and you will pay all costs of direct account debit.

E. You agree to pay us or our affiliates' interest on any overdue amounts owed to us or our affiliates (under this or any other agreement) at the rate of 1.5% per month (subject to our

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right to increase, with reasonable notice to you, this amount to the maximum rate permitted by law) if the subject payment has not been received by us by the last day of the month in which payment is due. We may determine to reduce this specified interest rate in our discretion. We may apply any payments we receive from you to the oldest amounts due from you, regardless of any contrary designation by you. This provision does not constitute consent to late payments or an agreement to extend credit. You may not withhold, set-off or recoup payment of any amount due on the grounds of the alleged non-performance of breach by us or any of our affiliates under this or any other agreement.

F. In addition to all other payments under this Agreement, you agree to pay us or our affiliates immediately upon demand: (a) all sales taxes, trademark license taxes, use taxes, gross receipts taxes and any other taxes imposed on or required to be collected or paid by us, our affiliates and/or our third party designees (as applicable) (excluding any corporate income taxes imposed on us, our affiliates and/or our third party designees) because we, our affiliates and/or our third party designees (as applicable) have furnished programs or services to you, collected any fee or payment from you, licensed our Pizza Hut Marks to you and/or entered into this Agreement with you; (b) all amounts we advance, pay or become obligated to pay on your behalf for any reason; (c) any amount to reimburse us for costs and commissions paid or due to a collection agency or in connection with our collection efforts; and (d) all amounts you owe us or our affiliates for programs, products or services that you purchase from us or our affiliates.

19.08 Offset Rights

At any time that you or any of your Related Persons are 30 days or more delinquent in paying any sums owed to us or our affiliates, we may offset any sums owing by us or our affiliates against monies owed by you or any of your Related Persons.

20. RECORDS, AUDITS AND REPORTING REQUIREMENTS

20.01 Your Submission of Financial Statements

A. No later than 45 days following the end of each calendar quarter during the Term of this Agreement, you agree to furnish us, in a form and manner of communication we designate, a statement of your franchised Business's profit and loss for the quarter, on a Restaurant-by-Restaurant basis. You must certify these statements to be true and correct.

B. No later than 90 days following the end of each of your fiscal years during the Term of this Agreement, you shall furnish to us, in a form and mode of communication we designate, a statement of your franchised Business's profit and loss for the fiscal year and a consolidated balance sheet as of the end of the fiscal year, prepared in accordance with United States generally accepted accounting principles, consistently applied. We may request that your annual profit and loss statement and balance sheet be reviewed by an independent certified public accountant in accordance with the Statements on Standards for Accounting and Review Services, and will contain a signed opinion by the accountant to that effect. Together with your annual profit and loss statement and consolidated balance sheet, you must furnish us with a certificate from your independent certified public accountant that all Social Security payments, taxes and fees required to be paid by you, your franchised Business and/or your Restaurant(s) to any governmental agency or entity have been paid, and that there is no reason to believe that your status has been impaired.

C. We reserve the right to require any further information about your franchised Business and its Restaurant(s) which we may from time to time reasonably prescribe.

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D. We will take reasonable precautions to maintain the confidentiality of all financial reports you furnish to us, but if you execute any promissory note to us or our affiliates, we may disclose your financial reports to any third party to whom we or our affiliate may sell or pledge (or attempt to sell or pledge) your promissory notes to us. In addition, you hereby authorize us to incorporate in our franchise disclosure document information derived from your financial statements, so long as you or your franchised Business are not individually identified.

20.02 Selection of Accountants

You must use the accounting services of a national or large regional firm of certified public accountants which you select, or another accounting service reasonably satisfactory to us. You will notify us of the name and qualifications of any accounting service (other than a national or large regional firm of certified public accountants already known to us) which you select and that accounting service will be considered satisfactory to us unless, within 30 days following our receipt of your notice of the name and qualifications of the accounting service, we notify you of our objection to the accounting service. We may withdraw our approval of any accounting service (including national and large regional firms) upon reasonable advance notice to you.

20.03 Financial Records and Audit

A. Record Keeping. You agree to keep on the premises of each of your franchised Restaurants, or at the principal place of business of your franchised Business, and will preserve for at least five years after the date of their preparation (regardless of any intervening expiration or termination of this Agreement), true and accurate records, ledgers, accounts, books and data in the form that we prescribe in our Brand Standards or otherwise including all related supporting material. We may specify, in our Brand Standards or otherwise, the forms and media that you will be required to use in recording your franchised Business' Gross Sales and expenditures. This obligation extends to all types and classes of electronic and/or other books, records and tax returns, stored or maintained in any media, relating to your franchised Business. All of your records must accurately reflect all details relating to the business transacted at your franchised Restaurant(s).

B. Our Right to Audit. We and/or our agents or representatives (who may be outside accountants and auditors) may examine or audit all of your records, accounts and books at all reasonable times. We shall do so on the premises of your franchised Business or any other office at which your Business's business records are maintained and in a fashion calculated not to disrupt your Business and Restaurant(s) operations. You will cooperate with any such examination or audit by gathering records, accounts and books for our easy access and by providing other assistance we may reasonably request. In addition to the foregoing, we may require you to scan and electronically transmit to us such volume of the above-referenced records, files and documents as will not unreasonably burden your franchised Business. If any such inspection or audit reveals that any financial statement you delivered to us is in error, you will immediately pay to us any deficiency found to be owing under this Agreement, plus a finance charge at the maximum rate permitted by law, accruing from the date that payment was first due. If the deficiency is 2% or more for any month within the period of examination, or for the entire period of examination, then in addition to paying the additional amounts due and interest calculated as provided above, you agree to immediately pay us the full cost of the audit for the entire period of examination within five business days after you receive a bill from us. If our examination or audit establishes a pattern of underreporting, we may require that the subsequent annual financial statements due under Section 20.01B) above be audited by an independent accounting firm consented to by us.

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21. CONFIDENTIAL INFORMATION; COVENANTS NOT TO COMPETE; RESTRICTIONS ON SALE OF LOCATION

21.01 Restriction on Use of Confidential Information

A. You agree to use and permit the use of our Confidential Information solely in connection with the operation of your franchised Business and its Restaurant(s). You further agree that you will never - - during the Initial Term or any Renewal Term of this Agreement, or at any time after this or any Renewal Agreement expires or terminates, or your rights under this Agreement or any Renewal Agreement are assigned or terminated - - divulge or use any of our Confidential Information for your benefit or for the benefit of your owners or any third party (including any person, business entity or enterprise of any type or nature), nor will you directly or indirectly aid any such third parties to imitate, duplicate or "reverse engineer" any of our Confidential Information. You must adopt and implement all reasonable procedures that we may prescribe from time to time to prevent the unauthorized use or disclosure of our Confidential Information, including restrictions on disclosure of the Confidential Information to your Restaurant personnel and others.

B. Except as authorized in this Agreement, you agree never to copy, duplicate, record or otherwise reproduce any of the Confidential Information, in whole or in part; otherwise share it with any other third party individual or entity; store it in a computer or other electronic format; or, otherwise make it available to any third party by any other means whatsoever. Upon the expiration or termination of this Agreement, you agree to return to us such Confidential Information as we request (including customer lists and records; all training materials and other instructional content; financial and non-financial books and records; the Brand Standards; and, computer databases, software and manuals) which is then in your possession or, upon our request, destroy all or certain such Confidential Information and certify such destruction to us. It is specifically understood that all customer lists or information adduced by your franchised Business is our property, not yours, and you shall never contend otherwise.

C. You must only divulge such Confidential Information to your operational personnel as is necessary for each to perform his/her functions and then only on a "need to know" basis. You agree to take all necessary precautions to ensure that these individuals maintain the Confidential Information in confidence and comply with the confidentiality provisions of this Agreement. You agree to take all necessary precautions to ensure that these individuals no longer have access to the Confidential Information or any systems used in the operation of your franchised Restaurants (e.g. the PH Restaurant Technology Suite). You agree to procure execution of our Confidentiality Agreement attached as Appendix I-2 to this Agreement from your Qualified Operators, your Restaurant managers, and all directors, officers, and other management personnel.

D. You acknowledge that any violation of the foregoing confidentiality requirements, restrictions and prohibitions would result in immediate and irreparable injury to us for which no adequate remedy at law will be available. Accordingly, you consent to the entry of an injunction prohibiting any conduct by you in violation of the terms of the foregoing restrictions, prohibitions and requirements concerning Confidential Information without the necessity of our posting bond or any other security. You waive all defenses you may otherwise have to equitable relief for this purpose and expressly agree that any claims you may have against us or our affiliates, whether or not arising from this Agreement, will not constitute a defense to our enforcement of the foregoing Confidential Information provisions. You agree to pay all costs and expenses, including reasonable attorneys' and experts' fees, which we incur in

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connection with the enforcement of the foregoing restrictions, prohibitions and requirements pertaining to Confidential Information.

E. The within restrictions, prohibitions and requirements pertaining to Confidential Information shall survive the expiration, termination or Transfer of this Agreement (or the Transfer of the Business to which this Agreement relates), or any interest herein or therein, and shall be perpetually binding on you and all of your Related Persons.

21.02 In-Term Covenant Not to Compete

A. During the Term of this Agreement, you and your Related Persons may not (without our prior written consent) Directly or Indirectly, individually or as a partner, joint venturer, shareholder, officer, creditor, director, employee, trustee, or agent of an organization, own, operate, finance, or provide consulting services to any business (other than a System Restaurant operated pursuant to this Agreement or any other Franchise Agreement between you or your Related Persons and us) engaged in the production or sale (at wholesale or retail) of any pizza, pasta or other food items similar to Approved Products (including any chicken products or side dishes which now or in the future are sold under our WingStreet name or mark) or which otherwise serves as a Competitor.

B. During the Term, you and your Related Persons may not (without our prior written consent) lease, sublease, or otherwise permit the use of, any portion of any premises owned, leased, or controlled by any of them for purposes of operating a business (other than a System Restaurant operated pursuant to this Agreement) engaged in whole or substantial part (more than 10% of its sales) in the production or sale (at wholesale or retail) of any pizza, pasta or other food items similar to Approved Products (including any chicken products or side dishes which now or in the future are sold under our WingStreet name or mark) or which otherwise serves as a Competitor.

C. It is the intention of these provisions to preclude not only direct competition but also all forms of indirect competition, such as consultation, service as an independent contractor or any assistance or transmission of information of any kind which would be of any assistance to a Competitor.

D. For the avoidance of doubt, the covenants set forth in this Section 21.02 shall apply to any business located within the United States, its territories or commonwealths, or any other country, province, state or geographic area in which we or our affiliates have used, sought registration of or registered the Pizza Hut Marks or similar marks or operate or license others to operate a business under the Pizza Hut Marks or similar marks.

21.03 Post-Term Covenant Not to Compete

A. For a period beginning on the termination, expiration or transfer/assignment of this Agreement and ending on the date specified below, neither you nor your Related Persons may engage, nor assist others to engage, Directly or Indirectly, individually or as a partner, joint venturer, shareholder, member, officer, creditor, director, employee, or agent, in the production or sale (at wholesale or retail) of any pizza, pasta or other food items similar to Approved Products (including any chicken products or side dishes which now or in the future are sold under our WingStreet name or mark) or which otherwise serves as a Competitor: (a) within a 25-mile radius of any now or hereafter established Pizza Hut Restaurant; (b) anywhere within the county within which one or more now or hereafter established Pizza Hut Restaurants are situated; or (c) anywhere within 10 miles of a location in the United States at which we, any subsidiary or any affiliate, franchisee or licensee of ours now or hereafter

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operates a System Restaurant on the date of termination, expiration or transfer/assignment of this Agreement.

B. For a period beginning on the date any Related Person Transfers all of its Ownership Interest in you, in this Agreement and/or the franchised Business, and ending on the date specified below, the transferring Related Person may not engage Directly or Indirectly, individually or as a partner, joint venturer, shareholder, member, officer, creditor, director, employee, or agent, in the production or sale (at wholesale or retail) of any pizza, pasta or other food items similar to Approved Products (including any chicken products or side dishes which now or in the future are sold under our WingStreet name or mark) or which otherwise serves as a Competitor: (a) within a 25-mile radius of any now or hereafter established Pizza Hut Restaurant; (b) anywhere within the county within which one or more now or hereafter established Pizza Hut Restaurants are situated; or (c) anywhere within 10 miles of a location in the United States at which we, any subsidiary or any affiliate, franchisee or licensee of ours now or hereafter operates a System Restaurant on the date of termination, expiration or transfer/assignment of this Agreement.

C. As to each of the foregoing covenants, the covenant will expire eighteen (18) months from the date on which the obligation commenced as against you or any Related Person, provided that such obligation will be tolled for any period during which you or the Related Person has not been in full compliance with the covenant. Each of the covenants set forth in the foregoing paragraphs are independent of the others, and the unenforceability of one will not affect the others.

D. The covenants not to compete set forth in this Agreement are fair and reasonable, and will not impose any undue hardship on you, since you have other considerable skills, experience and education which afford you the opportunity to derive income from other endeavors.

21.04 Perpetual Covenant

In addition to the covenants of confidentiality contained in Section 21.01, you and your Related Persons may never (whether during or after the Term) take any actions that would have the probable effect of impairing our or our affiliates' ownership of or goodwill in the Pizza Hut Marks and/or any System Restaurant Concepts.

21.05 Stock Ownership

The limitations on being a Direct or Indirect owner or shareholder of another business, as contained in Sections 21.02 and 21.03 do not apply to ownership of 1% or less of the issued and outstanding stock in any corporation traded on a national stock exchange.

21.06 Intended Scope of Covenants Not to Compete

A. It is the intention of the foregoing covenants not to compete that any Person with any Ownership Interest in or traceable to, down or through you be bound by the provisions of this covenant, including your spouse and minor children; and, any other Related Person, regardless of how many levels or tiers there may be between you and the Person.

B. You agree to cause your (as applicable) owners, members, shareholders, partners, general partner, proprietor and or any other beneficial owner to refrain from any of the competitive activities described above in any manner which we reasonably request. In all instances, you shall also cause your Qualified Operator and all other key management employees of your Business to refrain of any of the competitive activities described above in any manner which

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we reasonably request. Your agreement to procure the execution of our Confidentiality/Non-Competition Agreement from certain such individuals is set forth below.

21.07 Lesser Included Covenants Enforceable at Law

If all or any portion of the covenants not to compete set forth in this Article 21 are held unreasonable, void, vague or illegal by any court or agency with competent jurisdiction over the parties and subject matter, the court or agency is hereby empowered to revise and/or construe the covenants to fall within permissible legal limits, and should not by necessity invalidate the entire covenants. You expressly agree to be bound by any lesser covenants subsumed within the terms of this Article 21 as if the resulting covenants were separately stated in and made a part of this Agreement.

21.08 Enforcement of Covenants Not to Compete

You acknowledge that any violation of the covenants not to compete contained in this Agreement would result in immediate and irreparable injury to us for which no adequate remedy at law will be available. Accordingly, you consent to the entry of an injunction prohibiting any conduct by you or your Related Persons in violation of the terms of the covenants not to compete set forth in this Agreement without any necessity or requirement that we post a bond or other security. You expressly agree that any violation of the covenants not to compete will conclusively be deemed to have been accomplished by and through your unlawful use of our Confidential Information, know-how, methods and procedures. Further, you expressly agree that any claims you may have against us, whether or not arising from this Agreement, will not constitute a defense to our enforcement of the covenants not to compete in this Agreement. You agree to pay all costs and expenses, including reasonable attorneys' and experts' fees, which we incur in connection with the enforcement of the covenants not to compete, set forth in this Agreement.

21.09 Procurement of Additional Covenants

You agree to require and obtain the execution of our Confidentiality/Non-Competition Agreement, substantially in the form of Appendix I-1, from all of the following Persons: all of your owners, equity holders, control persons, shareholders, members, partners and general partner(s); and, all persons possessing equivalent positions in any business entity which Directly or Indirectly owns and/or Controls you. You shall procure all such Confidentiality/Non-Competition Agreements no later than ten days following the Effective Date (or, if any individual or entity attains any status identified above after the Effective Date, within ten days following such individual or entity's attaining such status) and shall furnish to us copies of all executed Confidentiality/Non-Competition Agreements within ten days following their execution.

21.10 Your and Our Enforcement of Confidentiality/Non-Competition Agreements

You agree to vigorously and vigilantly prosecute to the fullest extent permitted by law breaches of any Confidentiality/Non-Competition Agreement executed by any of the individuals referenced by Section 21.09, and you acknowledge our right, to be exercised as we alone determine, to ourselves enforce the terms of any such executed Confidentiality/Non-Competition Agreement. If the substantive provisions of our Confidentiality/Non-Competition Agreement have been breached by an individual employed, engaged or otherwise serving your franchised Business who has not executed a Confidentiality/Non-Competition Agreement, you must nevertheless vigorously and vigilantly prosecute such conduct to the fullest extent permitted by law.

21.11 Restrictions on Sale of Location

Throughout the Term of this Agreement, and for two years following the termination or expiration of same for any reason, you agree on behalf of yourself and your Related Persons not to sell, assign,

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lease, sublease, or otherwise grant possession of your Restaurant(s) and/or Location(s) to any individual or entity which intends to utilize same to conduct the business of a Competitor thereat without our prior written consent (and it shall be your affirmative duty in connection with any such sale, assignment, or other disposition of your Restaurant(s) and/or Location(s) to secure a written memorialization from the purchaser, assignee, lessee, sublessee, or permittee that it has no intent to conduct the business of a Competitor following the subject transaction).

22. CONDITIONS TO AND PROCEDURES GOVERNING RENEWAL

22.01 Conditions to Renewal

Your right to enter into a Renewal Franchise Agreement will be conditioned on the following:

A. Throughout the Initial Term and at the time of renewal you must have performed all of your obligations and been, according to our business judgment, in compliance with the terms of this Agreement (including being in good standing under the same at the time of renewal), the Brand Standards and other agreements between you and us or our affiliates;

B. At the time of renewal you must be current on the payment of all monetary obligations to us, or affiliates, the lessor(s) or sublessor(s) of your Business Premises, Location(s) and Restaurant(s) and any material third party supplier of yours;

C. You must be fully current with respect to any and all of your Restaurant maintenance or asset upgrade obligations and any Brand Standards requirements for all of your System Restaurants;

D. You must have timely satisfied all monetary obligations owed to us and our affiliates (excluding an affiliate which administers a separate franchise network) (under this Agreement or under any other agreement) between you (or any of your affiliates) and us or any of our affiliates (excluding an affiliate which administers a separate franchise network);

E. You must present evidence satisfactory to us that you have the right to remain in possession of the Location(s) during the Renewal Term or obtain our consent a substitute Location acceptable to and approved by us, without any interruption of business;

F. You must comply with our then-current qualification and training requirements;

G. You and your Related Persons must execute a general release (on our then-current form) of any and all claims against us and the Franchisor Parties, past and present, in their corporate and individual capacities, including, claims arising under this Agreement or under federal, state or local laws, rules, regulations or orders; and,

H. You must pay us a renewal fee in an amount equal to $12,500 (on a per Restaurant basis) at the time of renewal. We may increase this fee up to $25,000 (per Restaurant).

If you have satisfied these conditions, then we will provide you with a Renewal Franchise Agreement in the manner specified in the following Section.

22.02 Renewal Procedures

You must exercise your renewal right under this Agreement in the following manner:

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A. You must notify us in writing no more than nine months and no less than six months before the expiration of the Initial Term of this Agreement of your desire to enter into a Renewal Franchise Agreement.

B. Within thirty days after our receipt of your notice, if you have satisfied the renewal conditions, we will deliver to you the Renewal Package. You must acknowledge receipt of the Renewal Package in any fashion that we reasonably specify.

C. No sooner than fifteen days, but no later than twenty five days, after you receive our Renewal Package, you must execute the Renewal Agreement and return it to us.

D. If you have exercised your renewal right as described above and have complied with all of the procedures set forth herein, and on the date of expiration of the Initial Term you satisfy all of the conditions to renewal identified in Section 22.01 of this Agreement, then we will execute the Renewal Franchise Agreement previously executed by you and will deliver one fully executed copy of your Renewal Franchise Agreement to you.

E. If you do not perform any of the acts or deliver any of the writings required herein in a timely fashion, this will be considered your conclusive election not to exercise your right to enter into a Renewal Franchise Agreement and such right will then automatically lapse and expire without further notice or action by us. If this occurs, this Agreement will terminate at the end of the Initial Term, except for the post-termination and post-expiration provisions of this Agreement which by their nature are intended to survive.

F. Time is of the essence with regard to this Section 22.02.

22.03 Notice of Expiration

If applicable law requires us to give you notice of expiration of this Agreement at a specified time prior to such expiration, and we have not done so, then the term of this Agreement will be extended to the date following which our notice has been given and the legally required notice period has expired.

23. DEFAULT AND TERMINATION

23.01 Termination by Us-General

If more than one System Restaurant is embraced by this Agreement (as identified in Appendix B hereto), then any termination of this Agreement by us forthcoming pursuant to Section 23.02 below shall extend to all such System Restaurants and the entirety of your franchised Business pursuant to this Agreement. If termination of this Agreement by us is forthcoming pursuant to Section 23.03 below, then in our sole business judgment, taking into account the nature of your breaches and failures to cure same, such termination may embrace the subject System Restaurant(s) to which the breaching activity pertained or, instead, we may terminate this Agreement with respect to some or all of the System Restaurants embraced hereby (as identified in our notice of termination to you).

23.02 Termination by Us upon Notice – No Opportunity to Cure

You will have materially breached this Agreement and, in addition to all other remedies we have at law or in equity, we may, at our option, terminate this Agreement and all rights granted under this Agreement, without giving you any opportunity to cure the breach, effective immediately upon your receipt of notice (which, whether sent by overnight courier, personal physical delivery or any other manner authorized by Section 31.01 below, will be deemed to have been received by you upon

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delivery or first attempted delivery of the notice to you) upon the occurrence of any of the following events:

A. Any of your System Restaurants is closed for business for more than 15 consecutive days, for reasons other than a casualty loss or an event of Force Majeure, without Franchisor's prior written consent; you permanently lose the right to occupy a Location or otherwise forfeit the right to do or transact business in the jurisdiction where the System Restaurants are located; you abandon the franchise relationship established under this Agreement; any other agreement between you or your affiliates, on the one hand, and us or our affiliates, on the other hand, has been terminated.

B. You cease operating the franchised Business

C. You, your Qualified Operator, and/or any Related Person is convicted of a felony, fraud, crime involving moral turpitude, or any other crime or offense which we reasonably believe is related to your operation of the franchised Business, or is likely to have an adverse effect on the System, the Pizza Hut Marks, the goodwill associated with the Pizza Hut Marks or our interest in the System or Pizza Hut Marks.

D. You purport or any Related Person purports to Transfer any rights or obligations under this Agreement, any Ownership Interest in you, the franchised Business or your System Restaurant(s) to any third party in violation of the terms of this Agreement.

E. You or any of your Related Persons violates Section 18.07 or Section 18.08.

F. You do not comply with the covenant not to compete set forth in this Agreement during the Term of this Agreement; you violate the restrictions pertaining to the use of Confidential Information contained in this Agreement; or, you do not obtain the execution of the additional covenants required by this Agreement.

G. You knowingly or through gross negligence: conceal revenues; maintain false books or records; falsify information or otherwise defraud or make false representations to us or any governmental or quasi-governmental authority; omit or misrepresent any material fact in the information that you furnished to us in connection with our decision to enter into this Agreement.

H. You do not maintain the financial records required by Section 20.03 of this Agreement.

I. You refuse us permission to inspect, or to conduct an operational and/or financial audit of, your Business.

J. You take, withhold, misdirect or appropriate for your own use any funds withheld from your employees' wages which should have been set aside for the franchised Business' employee taxes, FICA, insurance or benefits; wrongfully take or appropriate for your own use our property or funds; systemically fail to deal fairly and honestly with your employees, customers or suppliers; or knowingly permit or, having discovered the facts, fail to take any action against, or to discharge, any agent, servant or employee who has embezzled our funds or property or that of any customers or others.

K. After curing a default which is subject to cure under Section 23.03 below, you commit any act of default on two more occasions (for a total of at least three occasions) in any twelve-month

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period, or on four more occasions (for a total of at least five occasions) in any thirty-six month period.

L. You do not comply for a period of fifteen (15) days after notification of non-compliance by us or any governmental or quasi-governmental authority, with any Applicable Law, in the absence of a good faith dispute over its application or legality and without promptly resorting to an administrative or judicial forum for relief.

M. You do not purchase or maintain any category of insurance required by this Agreement.

N. You, your franchised Business, your Qualified Operator and/or your System Restaurant(s) violate any Applicable Law, and/or engage in any act or practice, which subjects you and/or us to widespread publicity, ridicule or derision or operate your franchised Business and/or your System Restaurant in a fashion that, in our business judgment, in any way jeopardizes the life, health or safety of the general public, your customers and/or your employees. If you do so, then not only may we terminate this Agreement upon notice, but you agree that we may either beforehand or concurrently direct you to immediately close your System Restaurant; you shall immediately comply with such direction (which may be given orally or in writing); and, you shall hold us harmless from and against any claims whatsoever relating to our direction to close your System Restaurant.

O. You operate any System Restaurant or sell any products or services authorized by us at any location other than the Locations (except as otherwise specifically authorized herein).

P. You or any of your Related Persons or any other owner of a Direct or Indirect, partial or whole Ownership Interest in you (as applicable), is or becomes a Restricted Person.

Q. You become insolvent; you, the franchised Business, or any Related Person is adjudicated as bankrupt or insolvent; all or a substantial portion of the assets of your franchised Business are assigned to or for the benefit of any creditor or creditors; a petition in bankruptcy is filed by or against you, the franchised Business and/or any Related Person and is not immediately contested and thereafter dismissed or vacated within sixty (60) days from filing; you admit in writing your inability to pay your debts when due; you, the franchised Business or any Related Person cause, permit or acquiesce in an order for relief under the U.S. Bankruptcy Code or any other applicable federal or state bankruptcy, insolvency, reorganization, receivership or other similar law now or hereafter in effect, or consent to the entry for an order for relief in an involuntary proceeding or to the conversion of an involuntary proceeding to a voluntary proceeding, under any such law; a bill in equity or other proceeding for the appointment of a receiver or other custodian of you, the franchised Business, or any Related Person, or the assets of any of them, is filed and consented to; a receiver or other custodian (permanent or temporary) of all or part of the assets or property of you, the franchised Business or any Related Person is appointed by any court of competent jurisdiction; proceedings for a composition with creditors under any federal or state law are instituted by or against you, the franchised Business or any Related Person; you, or any Related Person are dissolved or liquidated; execution is levied against you, the franchised Business, any affiliate or Guarantor thereof and/or the property of any of the foregoing; the property of the franchised Business or your System Restaurant(s) is sold after levy thereon by any governmental body or agency, sheriff, marshal or other Person authorized under federal, state and/or local law; a final court judgment against you remains unsatisfied or of record for thirty (30) days or longer (unless supersede as bond is filed); a judicial or non-judicial action to foreclose any lien or mortgage against any of your System Restaurant premises or equipment is instituted against you and is not dismissed or settled by the earlier of (i) thirty (30) days from commencement or (ii)

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consummation of such sale; or your governing body adopts any resolution or otherwise authorizes action to approve any of the foregoing activities.

23.03 Termination by Us – With Cure

A. Except as provided in Section 23.02 or in this Section 23.03, you will have thirty (30) calendar days after we furnish you with a written notice of default, transmitted in accordance with the terms of Section 31.01 of this Agreement, to cure any default under this Agreement (or, if the default cannot reasonably be cured within this time, to initiate action to cure the default within such time and complete cure within the shortest reasonable time thereafter) and to provide us with evidence that you have done so. If you have not cured any default within the applicable cure period specified in this Section 23.03 (or, if the default cannot reasonably be cured within such time, you have not initiated action to cure the default within the applicable cure period and thereafter cure the default within the shortest reasonable time thereafter), or any longer period that Applicable Law may require, then, in addition to all other remedies we have at law or in equity, this Agreement will terminate immediately upon expiration of the applicable cure period, or any longer period required by Applicable Law, without further notice to you.

B. You will be in default of this Agreement for any failure to comply with any of the requirements imposed upon you or your Related Persons by this Agreement and/or our Brand Standards if you and/or your Related Persons otherwise fail to fulfill the terms of this Agreement in good faith. These defaults include the following events, which are set forth as examples only and are not meant to, nor shall they be deemed to, delineate all of the possible defaults which you may commit under this Agreement:

1. You or any of your affiliates fail, refuse or neglect to pay promptly when due any money owed to us, our affiliates or any lender which has provided financing to your franchised Business, or fail to submit the financial or other information we require under this Agreement. The cure period for this default shall normally be the above-referenced thirty (30) calendar days but, if you have previously been in default for failure to timely pay under this Agreement in the twelve (12) months immediately before the date on which we transmit to you a written notice of your current default, then the cure period instead will be ten (10) calendar days after we transmit to you a written notice of your current default. If you fail to cure any such default within such shortened cure period, then this Agreement will terminate immediately upon expiration of the applicable cure period.

2. Your franchised Business and/or System Restaurant(s) offers and sells any programs, products or services that we do not authorize under this Agreement or our Brand Standards.

3. You fail to maintain your trade accounts in a current status and/or fail to seek to promptly resolve any disputes with trade suppliers.

4. You engage in any business, or market any program, product or service, under a name or mark which, in our opinion, is confusingly similar to the Pizza Hut Marks; or you do not use our Pizza Hut Marks and/or trade dress solely in the manner and for the purposes directed by us in this Agreement, our Brand Standards or otherwise. The cure period for such default will be twenty-four (24) hours from your receipt of notice from us.

5. You fail to provide Adequate Delivery Service as required by Article 10 of this Agreement at any time following our first redefinition of your Delivery Area (as provided in Section 10.01 above).

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6. You fail to pay any undisputed taxes due and owing by your franchised Business (including employee taxes) when due.

7. You do not indemnify us and/or one of the Franchisor Parties as required by this Agreement.

8. You fail to maintain and operate your System Restaurant in a good, clean and sound manner and in strict compliance with our standards for speed, service, quality, cleanliness and maintenance as set forth in our Brand Standards.

9. Any Guarantor fails to comply with any of the requirements imposed by or pursuant to the Guarantee addressed in Section 13.11B) of this Agreement.

10. A final judgment not subject to appeal is entered against you or any Related Person and remains unsatisfied for more than thirty days or, if any such judgment is subject to appeal, you do not prosecute such appeal within thirty days (or such shorter period as any law, rule or regulation requires).

11. You fail to construct the System Restaurants in accordance with Section 5.03**.**

12. You do not open your System Restaurant for business to the general public by the date specified in Section 8.01 of this Agreement.

13. You purchase any proprietary programs, products or services from us or our affiliates, or purchase from us, our affiliates or any third party non-proprietary goods, programs, products or services pursuant to a Systemwide Supply Contract we negotiate, and you use, divert, sell or otherwise exploit such programs, products or services for the benefit of any other individual, entity or business.

14. You fail to comply with any other requirement imposed by this Agreement or our Brand Standards, or otherwise fail to carry out the terms of this Agreement in good faith.

23.04 Description of Default

The description of any default in any notice that we transmit to you will in no way preclude us from specifying additional or supplemental defaults under this Agreement or any related agreements in any action, proceeding, hearing or lawsuit relating to this Agreement, the termination of this Agreement, the termination of rights with respect to any specific System Restaurant embraced hereunder, or the termination of any other franchise agreement between the parties hereto.

23.05 Cross Default

Subject to Section 23.10, any default or breach by you and/or your Related Persons of the Lease for the Restaurant Location(s), or any other agreement between us or our affiliates (excluding any affiliate which administers a separate franchise network) and you and/or your Related Persons will be deemed a default under this Agreement, and any default or breach of this Agreement by you and/or such other parties will be deemed a default or breach under any and all such other agreements between us or our affiliates and you and/or your Related Persons. If the nature of the default under any other agreement would have permitted us (or our affiliate) to terminate this Agreement if the default had occurred under this Agreement, then we will have the right to terminate all such other agreements in the same manner provided for in this Agreement for termination hereof.

23.06 Continuance of Business Relations

Any continuance of business relations between you and us after the termination or expiration of this Agreement, or the termination or expiration of rights with respect to any specific System Restaurant(s) embraced by this Agreement, will not constitute, and may not be construed as, a

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reinstatement, renewal, extension or continuation of this Agreement unless you and we agree in writing to any such renewal, extension or continuation.

23.07 Notice Required By Law

If any valid, applicable law or regulation of a competent governmental authority with jurisdiction over this Agreement or the parties to this Agreement limits our rights to terminate this Agreement or requires longer notice or cure periods than those set forth above, then this Agreement will be considered modified to conform to the minimum notice, cure periods or restrictions upon termination required by such laws and regulations. We will not, however, be precluded from contesting the validity, enforceability or application of the laws or regulations in any action, proceeding, hearing or dispute relating to this Agreement or the termination of this Agreement.

23.08 Our Right to Send Notifications of Termination

Before or on the expiration or termination of this Agreement, we may give notice that the System Restaurant is leaving the System and take any other action related to customers, suppliers and all other individuals or entities affected by such expiration or termination or which require or desire an identification of our System Restaurants.

23.09 Non-Termination Remedies

If you default under Section 23.02, or do not timely cure a default under Section 23.03, we may, in our sole discretion, and in lieu of terminating this Agreement, refuse to allow you to relocate any existing System Restaurants or to develop any additional System Restaurants, require you to participate in a remediation or business improvement plan, or to access and use any online ordering or delivery system, or otherwise exercise a remedy lesser than termination of this Agreement. We will give you written notice if we elect this option. Any action taken by us in accordance with the foregoing will be in addition to any other right or remedy we may have, including a civil action for legal or equitable relief.

23.10 Exercise of Remedies

For the avoidance of doubt, we may, in our discretion, exercise the remedies set forth in this Article 23 as to one or more, but fewer than all, of the System Restaurants. If your rights to operate one or more, but fewer than all, System Restaurants are terminated, the post-termination provisions in Section 24.01 will apply only to the affected System Restaurants.

24. FURTHER OBLIGATIONS AND RIGHTS FOLLOWING THE TERMINATION OR EXPIRATION OF THIS AGREEMENT

24.01 Further Obligations and Rights Following the Termination or Expiration of this Agreement

A. If this Agreement expires or terminates for any reason or is Transferred by you, you will cease to be one of our authorized franchisees and you will lose all rights to the use of our Pizza Hut Marks, the System, the Brand Standards and all Confidential Information and know-how owned by us and any goodwill (including “local” goodwill) engendered by the use of our Pizza Hut Marks and/or attributed to your conduct of the franchised Business.

B. Upon expiration or earlier termination of this Agreement for whatever reason, you agree to:

1. Immediately pay all royalties, fees, any sublease payments (if applicable), and any other sums due and owing to us or our affiliates (excluding an affiliate which administers a separate franchise network) pursuant to this Agreement, plus interest, and all sums due

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and owing to any landlord, suppliers, employees, taxing authorities, advertising agencies, lenders and all other third parties.

2. Discontinue the use of the Pizza Hut Marks (including de-identifying owned or leased restaurant premises as articulated herein) and not operate or do business under any name or in any manner which might tend to give the general public the impression that you are operating a Business, a Restaurant or any similar business. You may not use, in any manner or for any purpose, directly or indirectly, any of our Confidential Information, trade secrets, procedures, forms, techniques, know-how or materials acquired by you by virtue of the relationship established by this Agreement. You may never identify yourself to the public in any fashion whatsoever as a current or former Pizza Hut franchisee.

3. Take all necessary action to cancel any assumed name, fictitious name or equivalent registration which contains the Pizza Hut Mark "Pizza Hut", or any other Pizza Hut Mark of ours, or any variant, and furnish us with satisfactory evidence of compliance within five (5) days after termination or expiration of this Agreement. If you fail or refuse to do so, we may, in your name, on your behalf and at your expense, execute all documents necessary to cause discontinuance of your use of the name "Pizza Hut", or any related name used under this Agreement. You irrevocably appoint us as your attorney-in-fact to do so.

4. Upon any termination of this Agreement by us for cause, we will have the right immediately to enter and take possession of your Restaurant to maintain continuous operation of the previously franchised business, provide for orderly change of management and disposition of personal property, and otherwise protect our interests. If you dispute the validity of our termination of the franchise, we will nevertheless have the option (which you irrevocably grant) to operate the business pending the final, unappealed determination of the dispute by a court of competent jurisdiction. If a court of competent jurisdiction makes a final, unappealed determination that the termination was not valid, we agree to make a full and complete accounting for the period during which we operated the previously franchised business.

5. If we terminate this Agreement because of your default, you must pay us all losses and expenses we incur as a result of the default or termination, including all damages, costs, expenses, and reasonable attorneys' and experts' fees directly or indirectly related thereto, such as (without limitation) lost profits, lost opportunities, damage inuring to our Pizza Hut Marks and reputation, travel and personnel costs; and, the cost of securing a successor franchised business at the Restaurant Location. This obligation will give rise to and remain, until paid in full, a lien in our favor against any and all of the assets, property, furnishings, equipment, signs, fixtures and inventory owned by you or the franchised Business at the time of termination and against any of your money which we are holding or which is otherwise in our possession.

6. Immediately deliver to us all training or other materials furnished to you (including the Brand Standards), all Confidential Information, computer software and database material, customer lists, records and files, documents, instructions, display items, advertising and promotional material, any and all materials, signs and related items which bear our Pizza Hut Marks or slogans or insignias or designs, advertising contracts, forms and other materials or property of ours, and any copies of them in your possession which relate to the operation of the franchised Business. You may retain no copy or record of any of these items, except for your copy of this Agreement, any correspondence between the parties and any other documents which you reasonably need for compliance with any provision of law. You agree that the foregoing items, materials, lists, files, software and other similar items will be considered to be our property for all purposes.

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7. Immediately execute all agreements necessary to effectuate the termination in a prompt and timely manner.

8. At our option, either change the telephone numbers utilized by your franchised Business and its Restaurant(s) or, upon our written demand, direct the telephone company to transfer the telephone numbers (and associated listings) listed for the franchised Business (including your System Restaurants and centralized order-taking facilities, if any) to us or to any other Person or location that we direct. If you do not promptly direct the telephone company to do so, you irrevocably appoint us as your attorney-in-fact to direct the telephone company to do so.

9. Strictly comply with the post-termination/post-expiration covenants not to compete set forth in Article 21 of this Agreement (including those restricting your ability to sell, assign, lease or otherwise grant possessory rights to your Restaurant(s) and/or Location(s) to a party intending to conduct a business which is or would be a Competitor thereat).

10. Continue to abide by those restrictions pertaining to the use of our Confidential Information, trade secrets and know-how set forth in Article 21 of this Agreement.

11. Immediately surrender to us all computer software, data storage disks or tapes and other electronic media used in the operation of the franchised Business, printouts, and other information pertaining to computer operations, codes, procedures and programming. You agree not to destroy, damage, hide or take any steps to prevent us from obtaining any information which you had stored in the computer systems of the franchised Business. You agree not to retain any printouts, disks, tapes or other electronic media containing any of the programs or data stored in the computer systems.

12. If you lease your Restaurant Location from a third party and we elect not to assume possession of the Restaurant Location and/or elect not to exercise our option under Article 25, then promptly upon termination or expiration of this Agreement, you agree to "de-identify" the Location(s) and Restaurant(s) in all respects by performing all redecoration and effecting physical changes to the Location's(s') and the Restaurant's(s') décor, trade dress, color combination, signs and other physical characteristics, as we consider necessary in our reasonable business judgment to distinguish the Location from a duly authorized Restaurant Location. Without limiting the foregoing, upon our request, you will immediately discontinue use of our color scheme (by repainting if necessary) and will immediately remove all identifying architectural superstructure (as set forth in the plans and specifications for your Restaurant) and other distinguishing structures, décor items, furniture, and equipment from your Restaurant(s) hereunder as we may direct, in order to effectively distinguish your former System Restaurant(s) and other facilities from our proprietary design(s) and trade dress. If you refuse, neglect or fail to do so within seven (7) days after written notice, we, in addition to any other remedy we have, have the right to enter upon the Location(s) and the Restaurant(s) and effect such required changes at your sole risk and expense, and you hereby appoint us or our agents as your attorney(s)-in-fact with full authority to do so with no liability for trespass or any other illegality.

13. Sell to us, and we will buy from you, at your cost, all quantities of the secret spices and other trade secret items that you have in stock.

14. Furnish to us an itemized list of all of your advertising and sales promotion materials bearing the Pizza Hut Marks relating to your Restaurants under this Agreement, whether located at such Restaurants or at any other location under your control. We may, by written notice within 30 days after expiration or earlier termination of this Agreement, purchase from you all items bearing any of the Pizza Hut Marks. If we exercise this option,

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the purchase price for the items will be the lowest of the fair market value of the items, your purchase price for the items, or the book value of the items.

25. OUR OPTIONS UPON TERMINATION OR EXPIRATION

25.01 Our Post-Term Purchase Options

Upon the termination or expiration of this Agreement for any reason, we shall have the following options:

A. The option, exercisable by giving written notice to you within sixty (60) days from the date of such termination or expiration, as applicable, to acquire any or all of the assets of your Restaurant(s) from you (subject to any rights of approval retained by the owner of the leasehold). We may determine in our sole discretion which assets we wish to purchase on a case-by-case basis. You acknowledge and agree that regardless of whether we elect to assume your interests in a Lease pursuant to Section 5.02, we shall have no obligation to pay you any amount for leasehold improvements made by you to the Location(s) and/or Restaurant(s). You also acknowledge and agree that we shall have no obligation under any circumstance to reimburse or otherwise compensate you for any customer information, goodwill, business startup costs, or other losses during start-up. We will have the unrestricted right to assign or otherwise Transfer this option and we or our transferee will be entitled to all customary warranties and representations in connection with the asset purchase, including representations and warranties as to ownership and condition of and title to assets; liens and encumbrances on assets; validity of contracts and agreements; and liabilities affecting the assets, contingent or otherwise; and a general release on our then-current form.

B. The option, separate and apart from our option stated in Section 25.01 above, exercisable at the time and in the manner set forth in subparagraph (A) above, to assume your leasehold interest in the one or more of the Locations or, if you own any of the Locations, to enter into a lease agreement with you. If we exercise our option, you agree to assign your leasehold interest to us or, if you own the Location(s), to lease the Location(s) to us at a reasonable commercial rent and upon terms comparable to rental terms for similar leased property in the marketplace of the Location(s). You acknowledge and agree that we will have no obligation under any circumstance to reimburse or otherwise compensate you in connection with any such lease assignment, including no obligation to reimburse or otherwise compensate you for any leasehold improvement costs or expenses or other costs or expenses incurred by you in connection with the Location(s).

C. If we exercise our option under subparagraph (A) to purchase the assets of your Restaurant(s) under this Agreement from you, the purchase price for the assets will be their fair market value, determined in a manner consistent with reasonable depreciation of the Restaurant's(s') leasehold improvements, equipment, fixtures, furnishings, signs, materials and supplies. The age and condition of the improvements, equipment, fixtures, furnishings, decor, and signs of the Restaurant(s), will also be considered in determining the fair market value. We may exclude from the assets we elect to purchase, cash or its equivalent and any leasehold improvements, equipment, fixtures, furnishings, signs, materials and supplies that are not necessary or appropriate (in function or quality) to the Restaurant's(s') operation or that we have not approved as meeting the Brand Standards for System Restaurants, and the purchase price will reflect such exclusions.

D. If we and you are unable to agree on the fair market value of the Restaurant's(s') assets, or the fair rental value of the Location(s), such fair market value (or fair rental value, as applicable) will be determined by three (3) independent appraisers who collectively will conduct one appraisal. We will appoint one appraiser, you will appoint one appraiser, and

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those appraisers will appoint the third appraiser. We and you agree to select our respective appraisers within fifteen (15) calendar days after the Notification Date, and we and you agree that we will each instruct the two (2) appraisers so chosen to appoint the third appraiser within fifteen (15) days after the date on which the last of their appointed appraisers is appointed. The parties will each bear the cost of their own appraiser and share equally the fees and expenses of the third appraiser. The parties hereby agree that they will instruct the three (3) appraisers to complete their appraisal within thirty (30) days after the third appraiser's appointment.

E. The purchase price will be paid at the closing of the purchase, which will take place not later than ninety (90) days after the determination of the purchase price. We will have the right to set off against the purchase price, and thereby reduce the purchase price by, any and all amounts you or your owners owe to us or our affiliates. At the closing, you will deliver instruments transferring to us: (i) good and merchantable title to the assets purchased, free and clear of all liens and encumbrances, with all sales and other transfer taxes paid by you; (ii) all licenses and permits of the System Restaurant(s) which may be assigned or transferred; and (iii) a leasehold interest in (or unencumbered title to) the Location(s) and improvements. If you cannot deliver clear title to all of the purchased assets, or if there are other unresolved issues, the closing of the sale will be accomplished through an escrow. As a condition of our purchase of the System Restaurant(s), you and your owners further agree to execute general releases, in form satisfactory to us, of any and all claims against us and the other Franchisor Parties (as defined in Appendix A).

F. For the avoidance of doubt: We may assign or otherwise Transfer our options under this Section 25.01 to any Person without your consent.

25.02 Powers of Attorney

You hereby appoint us as your true and lawful attorney-in-fact, with full power and authority to assign to us upon the termination or expiration of this Agreement (a) all rights to the telephone numbers of your Restaurant(s), any related internet listings, and all rights to any website listings or services, search engines or systems, and any other business listings related to your Restaurant(s) and (b) at our option, your interest in any Lease for the Location(s) subject to the terms of the Lease. Such powers of attorney shall survive the expiration or termination of this Agreement, and you agree to execute such forms and documents as we deem necessary to appoint us as your true and lawful attorney in fact with full power and authority for the foregoing purposes.

26. RELATIONSHIP OF THE PARTIES

26.01 Relationship of the Parties

A. Independent Contractor. You understand and agree that you are and will be our independent contractor under this Agreement. Nothing in this Agreement may be construed to create a partnership, joint venture, agency, employment or fiduciary relationship of any kind. None of your employees will be considered to be our employees. Neither you nor any of your employees whose compensation you pay may in any way, directly or indirectly, expressly or by implication, be construed to be our employee for any purpose, most particularly with respect to any mandated or other insurance coverage, tax or contributions, or requirements pertaining to withholdings, levied or fixed by any city, state or federal governmental agency. We will not have the power to hire or fire your employees. You expressly agree, and will never contend otherwise, that our authority under this Agreement to certify certain of your employees for qualification to perform certain functions for your franchised Business does not directly or indirectly vest in us the power to hire, fire or control any such employee.

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B. Control of Day-To-Day Operations. You acknowledge and agree, and will never contend otherwise, that you alone will exercise day-to-day control over all operations, activities and elements of your franchised Business and its Restaurant(s) and that under no circumstance shall we do so or be deemed to do so. You further acknowledge and agree, and will never contend otherwise, that the various requirements, restrictions, prohibitions, specifications and procedures of the System which you are required to comply with under this Agreement, whether set forth in our Brand Standards or otherwise, do not directly or indirectly constitute, suggest, infer or imply that we control any aspect or element of the day-to-day operations of your franchised Business, which you alone control, but only constitute standards you must adhere to when exercising your exclusive control of the day-to-day operations of your franchised Business and its Restaurant(s).

C. No Binding Authority. You may not, without our prior written approval, have any power to obligate us for any expenses, liabilities or other obligations, other than as specifically provided in this Agreement. Except as expressly provided in this Agreement, we may not control or have access to your funds or the expenditure of your funds or in any other way exercise dominion or control over your Business. Except as otherwise expressly authorized by this Agreement, neither party will make any express or implied agreements, warranties, guarantees or representations or incur any debt in the name of or on behalf of the other party, or represent that the relationship between us and you is other than that of franchisor and franchisee. We do not assume any liability, and will not be considered liable, for any agreements, representations, or warranties made by you which are not expressly authorized under this Agreement. We will not be obligated for any damages to any Person or property which directly or indirectly arise from or relate to your operation of the franchised Business.

26.02 You Are the Sole and Exclusive Employer of Your Employees

A. No Employment Relationship. You hereby irrevocably affirm, attest and covenant your understanding that in no fashion are you, or may you be deemed to be, our employee (under any theory or definition of “employee” or “employment”) and that your employees are employed exclusively by you and in no fashion are you or any such employee either employed, jointly employed or co-employed by us or any of our affiliates.

B. Your Employees.

1. You affirm and attest that each of your employees is under the exclusive dominion and control of you and never under the direct or indirect control of us in any fashion whatsoever. You alone hire each of your employees; set their schedules; establish their compensation rates; and, pay all salaries, benefits and employment/related liabilities (workers’ compensation insurance premiums/payroll taxes/social security contributions/Affordable Care Act and analogous contributions/unemployment insurance premiums). You alone have the ability to discipline or terminate your employees to the exclusion of us, since we possess no such authority or ability. You further attest and affirm that any minimum staffing requirements we establish in the Brand Standards or otherwise are solely for the purpose of ensuring that your Restaurant(s) is at all times staffed at those levels necessary to operate your Restaurant(s) in conformity with the System and the brand attributes known to and desired by the consuming public and associated with the Pizza Hut Marks. You affirm, warrant and understand that you may staff your Restaurant(s) with as many employees as you desire at any time so long as your minimum staffing levels are satisfied.

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2. You also affirm and attest that any recommendations you may receive from us regarding salaries, hourly wages or other compensation for employees are recommendations only, designed to assist you to efficiently operate your Restaurant(s) and that you are entirely free to disregard our recommendations regarding employee compensation. Moreover, your affirm and attest that any training provided by us for your employees is geared to impart to those employees the various procedures, protocols, systems and operations of a Pizza Hut Restaurant and in no fashion reflects any employment relationship between us and such employees.

3. You must communicate to all of your employees that you, and not us, are their employer and must ensure that no payroll checks or other employment-related documents (such as job applications and Form W-2s) contain or reference the Pizza Hut Marks or our name.

C. Regulatory Filings; Payroll Reports. Each of us will file its own tax, regulatory and payroll reports with respect to our respective employees and operations.

D. Employment Allegations. Should it ever be asserted that we are the employer, joint employer or co-employer or you or any of your employees in any private or government investigation, action, proceeding or other setting, you irrevocably agree to assist us in refuting and defending said allegation, including (if necessary) appearing at any venue we request to testify at our behalf (and, as may be necessary, submitting yourself to depositions, other appearances and/or preparing affidavits dismissive of any allegation that we are the employer, joint employer or co-employer of you or any of your employees). To the extent we are the only named party in any such investigation, action, proceeding or other setting to the exclusion of you, then should any such appearance by you be required or requested by us, we will compensate you for the reasonable costs associated with your appearing at any such venue (including travel, lodging and meals).

E. Indemnification. Your indemnification of us and the other Franchisor Parties as set forth in Section 14.01, extends to and embraces any and all proceedings, claims and causes of action instituted by any of your employees, or by others, that arise from or are related to your employment practices or claims that we are the employer, joint employer or co-employer of you and/or your employees.

27. UNAVOIDABLE DELAY OR FAILURE TO PERFORM (FORCE MAJEURE)

27.01 Unavoidable Delay or Failure to Perform (Force Majeure)

A. Except as provided below, any delay in our or your performance of any duties under this Agreement, or any non-performance of such duties, that is not your or our fault (as applicable), is not reasonably foreseeable and is not within your or our reasonable control or attributable to your or our acts, errors or omissions (as applicable) (such delay, an event of "**Force Majeure**") – including, but not limited to, fire; floods; natural disasters; Acts of God; war; civil commotion; terrorist acts; any governmental act or regulation; any delays or defaults in deliveries by common carriers and/or postal services and/or overnight couriers; computer network outages; late deliveries or non-deliveries of goods or non-furnishing of services by third party suppliers; strikes; lockouts; and any other similar event beyond such party's control - - will not constitute a breach or cause a default under this Agreement, provided, however, that we or you (as applicable) will take all steps reasonably possible to mitigate damages caused by such failure or delay.

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B. Notwithstanding the foregoing, if any such failure or delay continues for more than 90 days, we will have the right at any time thereafter during the continuance of such failure or delay to terminate this Agreement upon 30 days advance written notice to you.

C. The foregoing shall not apply in any fashion, directly or indirectly, or excuse you in any fashion or at any time from your and your Related Persons' obligation to indemnify us and the other Franchisor Parties (pursuant to Section 14.01 above); your obligation to maintain all of the insurance required by Article 15 above; or, your obligation to pay us and our affiliates all sums owed through the time of any aforementioned unavoidable delay or failure to perform.

D. Upon the occurrence of an event of Force Majeure, the party affected thereby shall give prompt notice to the other party, together with a description of the event; the anticipated duration of such party's inability to perform; and, a plan for restoring its ability to perform, which plan such party shall commence to undertake and complete at the earliest commercially reasonable time. In furtherance of the foregoing, if through no fault of your own one or more of your Restaurant(s) are destroyed or damaged in connection with an event of Force Majeure, you must apply within 30 days of such event for our consent to reconstruct or relocate such Restaurant(s) (which consent will not be unreasonably withheld by us but which may be conditioned on the payment of an agreed minimum fee to us during the period in which the Restaurant(s) are not operating and open to the public) and upon receipt of our consent you must diligently pursue such reconstruction or relocation.

28. APPROVALS AND WAIVER

28.01 Approvals

Whenever this Agreement requires you to secure our prior approval or consent, such approval or consent must be obtained in writing and must be timely sought.

28.02 Requests for Waivers or Consents

Whenever you desire our waiver of any obligation in this Agreement, and whenever this Agreement requires you to obtain our prior written consent, you will address your written request for the waiver or consent to our Franchise Administration department (unless we specify another individual or department in writing); identify the provision of this Agreement for which a waiver or consent is sought; and, set forth the basis for the request. Our failure to advise you within 45 days after our receipt of your request that your request is denied constitutes our rejection of your request (you acknowledge that if we require additional information or documentation from you, you will provide us with all relevant information and documentation requested).

28.03 Effect of Waivers and Consents

All requests for waivers and consents will be considered on a case-by-case basis and nothing requires us to grant any waiver or consent. We may condition the grant of a waiver or consent as we consider appropriate.

28.04 No Implied Waivers

Except as provided in Section 28.02, no other action or inaction by us will constitute a waiver, or impair any right, power or option reserved to us by this Agreement. No waivers can be inferred from our failure to respond to a situation with respect to which you have not requested a waiver in accordance with this Section 28.04.

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28.05 Effect of Waiver and Delay

No waiver or delay in either party's enforcement of any breach of any term, covenant or condition of this Agreement will be construed as a waiver by that party of such breach, or any preceding or succeeding breach, or any other term, covenant or condition of this Agreement. Without limiting the foregoing, our acceptance of any payment paid by you under this Agreement will not be, nor constitute, our waiver of any breach of any term, covenant or condition of this Agreement.

28.06 Our Withholding of Consent-Your Exclusive Remedy

In no event may you make any claim for money damages based on any claim or assertion that we have unreasonably withheld or delayed any consent or approval under this Agreement. You waive any such claim for damages. You may not claim any such damages by way of setoff, counterclaim or defense. Your sole remedy for the claim will be an action or proceeding to enforce this Agreement's provisions, for specific performance or for declaratory judgment.

29. INTEGRATION OF AGREEMENT

29.01 Integration of Agreement

Except as you and we have already otherwise agreed in writing or have duly amended this agreement (e.g., the 2016 Asset Partner Plan, 2017 Transformation Amendment or Asset Capital Efficiency Agreement, as applicable), this Agreement, all appendixes to this Agreement, and all ancillary agreements executed contemporaneously with this Agreement constitute the entire agreement between the parties with reference to the subject matter of this Agreement and supersede any and all prior negotiations, understandings, representations and agreements. Nothing in the preceding sentence, however, is intended to disclaim the representations we made in the franchise disclosure document that we provided to you (if we were required to do so by Applicable Law).

30. NO ORAL MODIFICATION

30.01 No Oral Modification

This Agreement may not be amended orally, but may be amended only by a written instrument signed by the parties.

30.02 Attorneys' Fees and Other Expenses

You agree to pay for our outside counsel fees and other expenses incurred in connection with any amendment of this Agreement.

31. NOTICES

31.01 Notices, Requests and Protests

Any notice, request or protest required or permitted to be given under this Agreement must be in writing; must be delivered to the other party either personally or by a recognized overnight delivery service capable, through "signature capture" or otherwise, of documenting delivery or attempted delivery of the notice, or, by electronic mail with third party proof of delivery (including date and time); and, will be effective on the date that delivery either is effected or is documented to have been first attempted. We reserve the right to designate in our Brand Standards a now or hereafter developed mode of electronic communication to facilitate our giving notices to each other, but only if the mode of communication we specify is capable of affording evidence of delivery or attempted delivery.

Notices to Us:

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Pizza Hut, LLC
7100 Corporate Drive
Plano, Texas 75024
Attention: Franchise Administration

Notices to You:

_____
_____
_____
_____
Attention:_____

Either party to this Agreement may, in writing, on ten days' notice, inform the other of a new or changed address or addressee(s) to which notices under this Agreement should be sent.

32. SEVERABILITY

32.01 Severability

The provisions of this Agreement relating to the payment of fees and other amounts to us and our affiliates, and the provisions relating to the protection and preservation of the Pizza Hut Marks, the System Restaurant Concepts, and our Confidential Information are critical to this Agreement - - if any portion of them is declared invalid or unenforceable for any reason, we will have the option to terminate this Agreement immediately, upon written notice to you. All other terms and conditions of this Agreement, and every portion of those other terms and conditions, will be considered severable. If, for any reason, any portion of this Agreement (other than the nonseverable portions, as defined in the first sentence of this Section 32.01) is determined to be invalid or contrary to or in conflict with any applicable present or future law, rule, or regulation, in a final, unappealable ruling issued by any court, agency, or tribunal with valid jurisdiction in a proceeding to which we are a party, that ruling will not impair the operation of, or have any other effect upon, any other portion of this Agreement, each of which will remain binding upon the parties and continue to be given full force and effect. Any invalid portion will be deemed removed from this Agreement as of the date upon which the ruling becomes final (if you are a party to such proceedings) or upon your receipt of notice of non-enforcement from us, and will further be deemed replaced by the closest enforceable provision.

33. THIRD PARTY BENEFICIARIES

33.01 Third Party Beneficiaries

The Franchisor Parties are intended third party beneficiaries of Section 14.01 of this Agreement (Indemnification). With that exception, this Agreement is entered into solely between you and us. Other than as expressly set forth in this Agreement, there is no intended third party beneficiary of this Agreement and you agree that none is to be presumed or deemed to exist.

34. EXECUTION, CONSTRUCTION AND INTERPRETATION; FURTHER ACTS

34.01 Execution, Construction and Interpretation; Further Acts

A. This Agreement may be executed in multiple counterparts, each of which will be considered an original and all of which together will constitute one and the same instrument. Electronic and scanned signatures will be considered as binding and conclusive as if original.

B. The titles and subtitles of the various Articles and Sections of this Agreement are inserted for convenience and will not affect the meaning or construction of any of the terms, provisions,

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covenants and conditions of this Agreement. The language of this Agreement will in all cases be construed simply according to its fair and plain meaning and not strictly for or against us or you.

C. It is agreed that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision will have the meaning which renders it valid.

D. The parties agree to execute all other documents and perform all further acts necessary or desirable to carry out the purposes of this Agreement.

E. If you consist of more than one Person, or a combination thereof, the obligations and liabilities of each such Person to us under this Agreement are joint and several.

F. As used in this Agreement, the words “include”, “includes”, or “including” are used in a non-exclusive sense and shall be construed to mean “including without limitation”.

G. The auxiliary verb “will” is used in a mandatory fashion. Any time this Agreement provides that a party *will* do something, the statement is obligatory, and is intended to apply throughout the life of this Agreement. By contrast, the auxiliary verb “may” is permissive when stated affirmatively (“a party *may* do something” means that the party is permitted, but not required, to take the action), and by extension, prohibitive when stated negatively (that is, the statement that “a party *may not* do something” is a denial of permission, and therefore means not only that the action is not required, but also that it is not permitted).

H. Any time that this Agreement calls for a party to take an action “monthly,” the party may instead use regular accounting periods that are no longer than 35 days long. For example, a party may use a 52/53 Week Fiscal Year or may use 12 accounting periods arranged so that there are two 4–week and one 5–week accounting period each fiscal quarter. If you elect to use one of these methods of accounting, you will notify us of the method chosen and the fiscal year–end used, and may not switch accounting years without our prior written consent.

I. The sites of the Locations and the boundaries of the Delivery Area are based on the physical location of the references used to describe the Locations or the boundaries on the date of this Agreement. If a street address is used to describe a Location, the renumbering of the address will not serve to move the Location. If a specified boundary of the Delivery Area is described as a street, the center line of the street is intended; if the boundary is described as a political dividing line (such as a city limit), the line utilized by the appropriate political jurisdiction is intended. The area and physical location of any Location or of the Delivery Area will not be altered by a subsequent movement of the references originally used to describe the Location or the Delivery Area. Furthermore, it is only those points to the “inside” of the boundary that form a part of the Delivery Area (for example, if a Delivery Area is bounded on the north by Main Street, only the area south of the center line of Main Street is within the Delivery Area).

J. For all calculations based upon a distance (for example, the limitation on opening a System Restaurant within 500 yards of a Location), the measurement will be made in a straight line between the nearest points; if any portion of an object is within the prescribed distance from a point, the entire object is considered to be within that distance.

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35. SURVIVAL

35.01 Survival

Any provision of this Agreement which imposes in any fashion, directly or indirectly, an obligation on you or any Related Person following the termination or expiration of this Agreement, or following your transfer, sale or assignment of you, your franchised Business, and/or your Restaurant(s), will survive the termination, expiration or transfer/sale/assignment and will continue to be binding upon the parties to this Agreement. This Agreement will be binding upon and inure to the benefit of the parties, their heirs, successors and assigns.

36. DISPUTE RESOLUTION

36.01 Governing Law

Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Section 1051 *et seq.*), this Agreement; all relations between us; and, any and all disputes between you and/or any of your Related Persons, on the one hand, and us and/or any other Franchisor Parties, on the other hand, whether such dispute sounds in law, equity or otherwise, is to be exclusively construed in accordance with and/or governed by (as applicable) the law of the State of Texas without recourse to Texas' (or any other) choice of law or conflicts of law principles. If we move our principal headquarters to another state, we reserve the right to designate that state's law as governing, again without recourse to that state's (or any other) choice of law or conflicts of law principles, upon written notice to you. If, however, any provision of this Agreement is not enforceable under the laws of Texas (or a successor state we designate as provided above) and if your franchised Business and/or Restaurant(s) is/are located outside of Texas (or such hereafter designated state) and the provision will be enforceable under the laws of the state in which your franchised Business and/or Restaurant(s) is/are located, then that provision (and only that provision) will be interpreted and construed under the laws of that state. This Section 36.01 is not intended to invoke, and should not be deemed to invoke, the application of any franchise, business opportunity, antitrust, unfair competition, fiduciary or any other doctrine of law of the State of Texas, or any successor state we designate (as provided above), which would not otherwise apply by its terms jurisdictionally or otherwise but for the within designation of governing law or which, by virtue of its denominated geographic or subject matter scope, would not by its terms otherwise apply.

36.02 Venue

You acknowledge the importance to us and the System Restaurant Concepts of uniformity of interpretation of this Agreement. You therefore conclusively agree that any action or proceeding brought by us (and/or any Franchisor Party) or you (and/or any of your Related Persons) against any such other party, whether sounding in law or equity, will be instituted, litigated through conclusion and, if necessary, appealed through final, irrevocable judgment in a state or federal district court of competent jurisdiction situated in the state, county and judicial district in which our principal place of business is then located. As of the date of this Agreement, such venue is placed in any state or federal court of competent jurisdiction in Collin County, Texas. Any such action or proceeding shall be brought in federal court if federal court jurisdiction exists and, if it does not, then in state court. You (and your Related Persons) hereby irrevocably submit yourself (and themselves) to the jurisdiction of any such court and waive all questions of personal jurisdiction for the purpose of carrying out this provision. You (and your Related Persons) agree that any dispute as to the venue for litigation will be submitted to and resolved exclusively by such aforementioned court. Notwithstanding the foregoing, however, with respect to any action for monies owed, injunctive or other extraordinary or equitable relief, or involving possession or disposition of, or other relief relating to, your Restaurant(s) or Restaurant Location(s), we may bring such an action in any state or federal

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court which has jurisdiction. You, on behalf of yourself (and your Related Persons) hereby waive and covenant never to assert or claim that the venue designated for litigation by this Agreement is for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including any claim under the judicial doctrine of "forum non conveniens"). The parties agree that this Section 36.02 shall not be construed as preventing either party from removing an action or proceeding from state to federal court.

36.03 Waiver of Jury Trial and Punitive Damages

A. The parties to this Agreement, their affiliates and your Related Persons explicitly waive their respective rights to a jury trial in any litigation between or among them and hereby stipulate that any such trial shall occur without a jury.

B. You and your Related Persons hereby irrevocably waive, to the fullest extent permitted by law, any right to or claim for any punitive, exemplary, incidental, indirect, special, consequential or other similar damages in any action or proceeding whatsoever between such parties and/or any of their affiliates and us and/or any of the Franchisor Parties, and you and such others covenant never to advance or pursue any such claim for punitive damages. You and such others agree that in the event of a dispute, you and such others shall be limited to the recovery from us and the Franchisor Parties of any actual damages sustained by you or them. You covenant to secure from any of your Related Persons which do not execute this Agreement his/her/its execution of a writing specified by us, in the Brand Standards or otherwise, irrevocably confirming the applicability to them of the provisions of this Section 36.03, in such manner and by such time we reasonably specify.

36.04 No Consolidated or Class Actions

You and your Related Persons may only pursue any claim you have against us or the other Franchisor Parties in an individual legal action or proceeding. Neither you nor any other of your Related Persons shall join or combine its/their legal action or proceeding in any manner with any action or claim of any other Pizza Hut franchisee, franchise owner, franchisee guarantor or other claimant, nor will you or any of your Related Persons maintain any action or proceeding against us and/or the other Franchisor Parties in a class action, whether as a representative or as a member of a class or purported class, nor will you or any other Related Person seek to consolidate, or consent to the consolidation of, all or part of any action or proceeding by any of them against us or the other Franchisor Parties with any other litigation against us or such other Franchisor Parties.

36.05 Limitation on Actions

Any and all legal actions or proceedings brought by you and/or your Related Persons against us or the other Franchisor Parties arising out of or related to this Agreement or any related agreement; any breach of this Agreement or any related agreement; the relations between such parties; and, any and all disputes between such parties, whether sounding in law or equity, must be commenced within two years from the occurrence of the acts, errors and/or omissions giving rise to such legal action or proceeding or within two years from the date on which you (and/or your Related Persons) knew or should have known, in the exercise of reasonable diligence, of the facts giving rise to such action or proceeding, whichever occurs first. If not, then you irrevocably covenant and agree that such action or proceeding shall be barred.

36.06 Mediation

All disputes between us and you relating to this Agreement which have not been the subject of any theretofore commenced litigation, arbitration, mediation or other dispute resolution proceeding will be submitted to mediation under the National Franchise Mediation Program administered by the CPR

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International Institute for Conflict Prevention & Resolution ("**CPR**") (or, if that program is discontinued, any successor program or the nearest available substitute). The mediation shall be conducted by a mediator agreed upon by us and you and, failing such agreement within fifteen (15) days after either party has notified the other of its desire to seek mediation, by the CPR in accordance with its rules governing mediation. Mediation shall be held at a neutral location agreed to by the parties in the city in which our then-current principal place of business is located. The costs and expenses of mediation, including the compensation and expenses of the mediator (but excluding attorneys' fees incurred by either party), shall be borne by the parties equally. Notwithstanding the foregoing provisions of this Section 36.06, our and your agreement to mediate shall not apply to controversies, disputes or claims related to or based on the Pizza Hut Marks, the Confidential Information, or monies owed. This Section 36.06 applies only to disputes that are specific to you and not to issues that affect our franchisees generally. No action for a temporary, preliminary or other provisional injunction by us may be stayed pending mediation, but once a temporary, preliminary or other provisional injunction (pending the outcome of the dispute) is granted, the issues underlying the dispute will be submitted to mediation in accordance with this Section 36.06.

36.07 Attorneys' Fees

Except as otherwise provided by this Agreement, and except in connection with any mediation proceeding conducted pursuant to Section 36.06, if you and we become involved in litigation, the losing party will reimburse the prevailing party's outside attorneys' fees and all expenses (including expert fees and court costs and further including any appeals).

36.08 Attorneys' Fees – Third Party Actions

If we become a party to any action or proceeding commenced or instituted against us by a third party arising out of or relating to any claimed or actual act, error or omission of yours and/or any of your Related Persons, your franchised Business and/or your franchised Restaurant(s), your breach of this Agreement, arising from your employment practices or instituted by your employees, by virtue of statutory, "vicarious", "principal/agent" or other liabilities asserted against or imposed on us as a result of our status as Franchisor, or if we become a party to any litigation or any insolvency proceeding involving you pursuant to any bankruptcy or insolvency code (including any adversary proceedings in conjunction with bankruptcy or insolvency proceedings), then you will be liable to, and must promptly reimburse us for, the reasonable attorneys' fees, experts' fees, court costs, travel and lodging costs and all other expenses we incur in such action or proceeding regardless of whether such action or proceeding proceeds to judgment. In addition, we will be entitled to add all costs of collection, interest, attorneys' fees and experts' fees to our proof of claim in any insolvency or bankruptcy proceeding you or any of your Related Persons file.

36.09 Injunctions

You explicitly affirm and recognize the unique value and secondary meaning associated with the System, our Confidential Information and the Pizza Hut Marks. Accordingly, you agree that any noncompliance by you with the terms of this Agreement, or any unauthorized or improper use of the System or the Pizza Hut Marks by you, or any violation of the restrictions on your use of our Confidential Information will cause irreparable damage to us and other Pizza Hut franchisees. You therefore agree that if you engage in such noncompliance, or unauthorized and/or improper use of the System or Pizza Hut Marks, or violate the restrictions on your use of our Confidential Information during or after the term of this Agreement, we and our affiliates will be entitled to both temporary and permanent injunctive relief against you from any court of competent jurisdiction, in addition to all other remedies which we may have at law. You consent to the entry of these temporary and permanent injunctions without the requirement that we post a bond of any type or nature, or any other form of security, and without the requirement to prove the adequacy of money damages as a remedy, and without our waiving any other rights or remedies at law or in equity. You will be

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responsible for payment of all costs and expenses, including reasonable attorneys' and expert fees, which we and/or our affiliates may incur in connection with our efforts to secure such injunctive relief.

37. OUR BUSINESS JUDGMENT

37.01 Our Business Judgment

Whenever this Agreement or any related agreement grants, confers or reserves to us the right to take action, refrain from taking action, grant or withhold our consent or grant or withhold our approval, unless the provision specifically states otherwise, we will have the right to engage in such activity at our option using our business judgment, taking into consideration our good faith assessment of the long term interests of the System overall. You and we recognize, and any court or judge is affirmatively advised, that if those activities and/or decisions are supported by our business judgment, neither said court, said judge nor any other Person reviewing those activities or decisions will substitute his, her or its judgment for our judgment. When the terms of this Agreement specifically require that we not unreasonably withhold our approval or consent, if you are in default or breach under this Agreement, any withholding of our approval or consent will be considered reasonable.

38. YOUR REPRESENTATIONS AND ACKNOWLEDGMENTS

38.01 Your Representations and Acknowledgments

You represent and warrant to us, with the intention that we are relying on your representations and warranties in entering into this Agreement, that:

A. You are organized under the laws of the state of your principal place of business (or another state which you have identified to us) and are in good standing with and qualified to do business in each state and political/governmental subdivision having jurisdiction over your franchised Business and Restaurant(s).

B. You have all requisite power and authority to execute, deliver, consummate and perform this Agreement, and all necessary business entity proceedings have been duly taken to authorize the execution, delivery and performance of this Agreement.

C. This Agreement has been duly authorized, executed and delivered by you, includes your legal, valid and binding obligations, and will be binding and enforceable upon you and your successors and assigns in accordance with its terms when executed by both parties.

D. You do not have any liabilities, adverse claims, commitments or obligations of any nature as of the date of execution of this Agreement, whether accrued, unliquidated, absolute, contingent or otherwise which are not reflected as liabilities on the balance sheets of your current financial statements which you furnished to us before the execution of this Agreement.

E. As of the date of execution of this Agreement, there are no actions, suits, proceedings or investigations pending or, to your knowledge or the knowledge any of your Related Persons, or any other owner of a Direct or Indirect, partial or whole Ownership Interest in you (as applicable), after due inquiry, threatened, in any court or arbitral forum, or before any governmental agency or instrumentality, nor to the best of your knowledge or the knowledge of any such Persons (after due inquiry) is there any basis for any claim, action, suit, proceeding or investigation which affects or could affect, directly or indirectly, any of your assets, properties, rights or business; your right to operate and use your assets, properties or rights to carry on your business; and/or, which affects or could affect your right or ability to

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assume and carry out in all respects the duties, obligations and responsibilities specified in this Agreement.

F. Neither you, nor your Related Persons, any of your affiliates, or any other owner of a Direct or Indirect, partial or whole Ownership Interest in you (as applicable), any of their respective directors and officers, or the funding sources for any of them or the Licensed Locations, is a Restricted Person.

G. All of your representations and warranties contained in this Agreement are complete, correct and accurate as of the date of execution of this Agreement and will survive any termination or expiration of this Agreement.

39. EFFECTIVENESS OF THIS AGREEMENT

39.01 Effectiveness of This Agreement

This Agreement will become effective only upon its execution by both us and you. The date that we execute this Agreement, referred to in this Agreement as the "**Effective Date**," will be considered the date of execution of this Agreement.

THIS AGREEMENT WILL NOT BE BINDING ON US UNLESS AND UNTIL IT HAS BEEN ACCEPTED AND SIGNED BY AN AUTHORIZED OFFICER OF OURS. YOU HAVE READ ALL OF THE FOREGOING AGREEMENT AND ACCEPT AND AGREE TO EACH AND ALL OF THE PROVISIONS, COVENANTS AND CONDITIONS OF THE FOREGOING AGREEMENT.

Dated: _____

PIZZA HUT, LLC

By: _____

Its:_____
(Title)

_____
(Print Name)

Dated: _____

FRANCHISEE:

_____
(Name of Corporation or Other Entity)

By_____

Its_____
(Title)

_____
(Print Name)

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APPENDIX A

DEFINITIONS

"**ADA**" means the Americans with Disabilities Act.

"**Adequate Delivery Service**" means delivery service in accordance with our then-current Brand Standards for delivery (including Brand Standards governing online, smartphone or other now or hereafter developed modes enabling customers to place orders for delivery) taking into account criteria including potential sales volume, market demographics, saturation analysis, diversion of sales from your other Restaurants and geographic characteristics of the Delivery Area.

"**Advertising Committee Agreement**" means the agreement dated March 31, 1975 (as subsequently amended) between Pizza Hut, LLC and IPHFHA concerning advertising for Pizza Hut Restaurants.

"**Advertising Fund**" means the Pizza Hut Advertising Fund.

"**Affiliate**" (whether or not capitalized) means a Person Directly or Indirectly Controlling, Controlled by or under common Control with another Person.

"**Anti-Terrorism Laws**" means any present or future federal, state and/or local law, rule, regulation and requirement of any government authority (including the United States Department of Treasury Office of Foreign Assets Control) addressing or in any way relating to terrorist acts and acts of war; Executive Order 13224 issued by the President of the United States; the U.S.A. Patriot Act; and any successor or additional such anti-terrorism laws, rules, regulations, lists and requirements.

"**Applicable Law**" (whether or not capitalized) means all current and future laws, rules, regulations, ordinances, codes and other legal requirements of any federal, state, county, municipal or local governmental or quasi-governmental agency, commission and/or authority which govern the construction or any element of the operation of your franchised Pizza Hut Business and its Restaurant(s), including Anti-Terrorism Laws.

"**Approved Distributors**" bears the definition afforded to it in Section 9.04.

"**Approved Products**" means the food, beverages, promotional items and other products we approve (in our Brand Standards or other written notice) for sale in, or other disposition to the public from, the System Restaurant Concept(s) franchised under this Agreement.

"**Bank Account**" bears the definition afforded to it in Section 19.07.

"**Brand Standards**" bears the definition afforded to it in Section 6.01.

"**Business**" bears the definition afforded to it in Section 1.01.

"**Damages**" means all claims; causes of action; fines; penalties; interest; liabilities (including bodily injury, death, property damage and loss, personal injury and mental injury); losses; employment liabilities; compensatory, exemplary, statutory or punitive damages or liabilities; costs of investigation; lost profits; court costs and expenses; reasonable attorneys' and experts' fees and disbursements; settlement amounts; judgments; compensation for damage to our reputation and goodwill; costs of or resulting from delays; travel, food, lodging and other expenses (including living expenses) necessitated by the need or desire to appear before (or witness the proceedings of) courts or tribunals (including arbitration tribunals), or government or quasi-governmental entities (including those incurred by Franchisor Parties' attorneys and/or experts); all expenses of recall, refunds, compensation and public notices; all damages of any kind or description; and other such amounts incurred in connection with the matters described.

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"**Competitor**" means: (i) any Person which derives more than ten percent (10%) of its revenue individually or in the aggregate from the production or sale (at wholesale or retail) of any pizza, pasta or other food items similar to Approved Products (including any chicken products or side dishes which now or in the future are sold under our WingStreet name or mark); (ii) any Person which grants franchises or licenses to others to operate the type of business specified in clauses (i) or (iii); or (iii) any Person which offers and sells any products or services which are confusingly similar to those offered and sold by the Pizza Hut System.

"**Component**" means any constituent part, ingredient, element, segment or derivative.

"**Confidential Information**" means and includes all information, knowledge, trade secrets or know-how utilized or embraced by the System and/or imparted or made available to you by us or any of our affiliates (or by you to us or any of our affiliates) which concerns your or our systems of operation, programs, services, products, customers, practices, materials, books, records, manuals, computer files, databases or software; all elements of the System; all programs, products, services, equipment, technologies, recipes, food and beverage preparation techniques, policies, standards, requirements, criteria and procedures that now or in the future are a part of the System; our Brand Standards (including supplements to the Brand Standards); all specifications, procedures, systems, techniques and activities employed by us or by you in the offer and sale of programs, products and/or services at or from your franchised Business; all pricing paradigms established by us or you; all of our and/or your sources (or prospective sources) of supply and all information pertaining to same (including wholesale pricing structures, the contents of sourcing agreements and the identity of suppliers); site selection criteria; our specifications, and your final plans, for the construction, build out, design, renovation, décor, equipment, signage, furniture, fixtures and trade dress elements of your Restaurant(s); all information relating to the SUS/FMS and other computer hardware and software utilized by us and you; all information pertaining to our and/your advertising, marketing, promotion and merchandising campaigns, activities, materials, specifications and procedures; all customer lists, records and data generated and/or otherwise maintained by your franchised Business (whether generated or stored manually or electronically); our training and other instructional programs and materials; all elements of our recommended staffing, staff training and staff certification policies and procedures; all communications between us; additions to, deletions from and modifications and variations of the components of the System and the other systems and methods of operations which we employ now or in the future; and all other information, knowledge and know-how which either we or our affiliates, now or in the future, designate as confidential. Confidential Information will not, however, include any information, documents or other materials that: are, or become available in the public domain, other than due to a breach by you or your Related Persons of any of your obligations under this Agreement; are, at the time of disclosure to you, already known by you and in your possess or control, either before or after the date of this Agreement, as can be shown by written records in your possession; are, subsequent to disclosure to you, lawfully and independently received by you from a third party who had the right to disclose it without restriction; or you are obligated to produce or disclose pursuant to a subpoena or order of a court or other tribunal of competent jurisdiction, provided, however, that following the issuance of any such subpoena or order, you will notify us, within five (5) business days, of the issuance thereof in order to allow us, at our sole cost and expense, to contest such subpoena or order as may be permitted under applicable law. In the event that such protective order or other remedy is not obtained, you may disclose only that portion of the Confidential Information that you are advised by counsel is legally required to be disclosed.

"**Control**" (in any form, including "Controlled" or "Controlling") means, for any Person, the possession, Directly or Indirectly, of the power to direct or cause the direction of the management or policies or such Person or the power to veto major policy decisions of a Person.

"**CPI**" means the Consumer Price Index For All Urban Consumers (CPI-U) - All Items (1982-1984 equals 100) for the United States published by the Bureau of Labor Statistics of the U.S. Department of Labor.

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"**DBR**" means a Delivery-Based Restaurant which is a DelCo offering limited seating for dine-in consumption.

"**DelCo**" means a Delivery/Carryout Restaurant from which Pizza Hut pizza (and other Approved Products) are sold for carryout or delivery, all for off-premises consumption.

"**Delivery Area**" means the area(s) described in Appendix B or the modified Delivery Area if your Delivery Area is changed pursuant to Section 10.01.

"**Digico**" means PH Digico LLC or any successor entity.

"**Direct or Indirect**" (in any form, including "Directly" and "Indirectly") means, (when used in describing Ownership Interests or other interests in an entity or an agreement) that intervening levels of ownership are disregarded.

"**Disability**" means any physical, emotional or mental injury, illness or incapacity which prevents or would prevent a person from performing the obligations set forth in this Agreement or in the applicable personal Guaranty for at least ninety consecutive days and from which condition recovery within 90 days from the date of determination of disability is unlikely. Disability will be determined following an examination of the person by a licensed practicing physician mutually selected and paid for by us. If the person refuses to submit to an examination then the person will automatically be deemed permanently disabled as of the date of the refusal.

"**Effective Date**" bears the definition afforded to it in Section 39.01.

"**Estate**" means the estate, heirs, legatees, guardians and/or representatives, as appropriate, of one of your owners who is deceased or declared disabled.

"**FCD**" means Fast-Casual DelCo offering limited seating for dine-in consumption.

"**Financial Performance Information**" means information given, whether orally, in writing or visually which states, suggests or infers a specific level or range of historic or projected sales, expenses and/or profits of franchised or non-franchised Pizza Hut Businesses and Restaurants.

"**Force Majeure**" bears the definition afforded to it in Section 39.01.

"**Franchisor Parties**" means any affiliate of ours; the affiliates, subsidiaries, successors, assigns and designees of each of the foregoing; and the officers, directors, managers, employees, agents, attorneys, shareholders, owners, members and designees of all of the foregoing.

"**Good Standing**" means, with respect to you, that you are not in default under this Agreement (regardless of whether we have given you notice pursuant to Section 23.03).

"**Gross Sales**" means all revenues and income from any source that you directly or indirectly derive or receive from, through, by or on account of the operation of your franchised Business and its Restaurant(s), whether received in cash, in services, in kind, from barter and/or exchange (valued at the full retail value of the goods or services received), by check or credit (whether or not you ultimately receive payment on check or credit transactions) or otherwise. Gross Sales includes revenues and income you receive from the proceeds of any business interruption insurance policies and/or the sale of any promotional or premium items. You may deduct from Gross Sales, to the extent they had been included in your calculation of Gross Sales, credits and allowances that you give in good faith to customers. You may also deduct from Gross Sales all sales taxes and similar taxes which you legally charge to customers if you add the taxes when you charge the customer; send the tax payments to the appropriate tax authorities when due; and state in the monthly report required by Section 19.07 of this Agreement the amount of all these taxes and the payments to which they relate.

"**Indemnification Claim**" means any element of your entry into this Agreement or your breach of this Agreement; your establishment, construction, ownership, opening and operation of your franchised

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Business or its Restaurant(s), including any actions of your agents, contractors or subcontractors arising out of the operation of any of your Restaurant(s) and any other business operating within the premises of or in relation to your Restaurant(s) (which other business, if any, shall be subsumed within this paragraph's references to the Restaurant(s)) and further including any personal, bodily or mental injury, death, property damage or loss, suffered by any customer, visitor, manager, operator, supplier, employee or guest of your franchised Business and its Restaurant(s); crimes committed on or near any of the premises or facilities of your franchised Business and Restaurant(s) or vehicles (including all owned, non-owned, leased, or hired vehicles) used by them; all acts, errors, neglects or omissions engaged in by you, your agents, contractors or subcontractors, as well as any third party, arising out of or related to the design, construction, conversion, build-out, outfitting, remodeling, renovation or upgrading of your Restaurant(s), whether or not any of the foregoing was approved by us; defects in any Restaurant(s) you construct and/or operate, whether or not discoverable by you or by us; product recalls resulting from or related to your acts, errors or omissions; all acts, errors, neglects or omissions of you, your franchised Business, your Restaurant(s) and/or the owners, officers, directors, management, employees, agents, servants, contractors, partners, proprietors, affiliates or representatives of you and/or the franchised Business and its Restaurant(s) and/or the Location (or any third party acting on your behalf or at your direction), whether in connection with the franchised Business, the Location, the Restaurant(s) or otherwise, including any property damage, injury or death suffered or caused by any delivery person or vehicle (including all owned, non-owned, leased, or hired vehicles) serving your franchised Business and its Restaurant(s); any claim by your employees, or by others, that arise from your employment practices, including, however and wherever asserted, that we or our affiliates are the employer, joint employer or co-employer of you and/or your employees; third party claims against us arising from or related to your breach of the terms, restrictions and requirements of this Agreement, the System and/or the Brand Standards (including your unauthorized use of the Pizza Hut Marks, violation of Applicable Law or failure to comply with Privacy Laws); all liabilities arising from your offer, sale and/or delivery of food and beverage items, products, programs and/or services as contemplated by this Agreement; your offer, sale and/or delivery of securities or other Ownership Interests in you, the franchised Business and/or its Restaurant(s); all activities, conduct and representations which you may engage in connected to any actual or attempted assignment or other Transfer (as defined in Appendix A) of any Ownership Interest whatsoever in you, your franchised Business (or any entity which controls you or the franchised Business), the Location and/or your Restaurant(s); and any action by any customer of yours or visitor to your Restaurant(s) or any other facility operated in conjunction with your franchised Business.

"**Initial Term**" bears the definition afforded to it in Section 4.01.

"**Initial Training Program**" bears the definition afforded to it in Section 7.01.

"**IPHFHA**" means I.P.H.F.H.A., Inc., a Delaware corporation frequently referred to as the International Pizza Hut Franchise Holders Association.

"**Lease**" bears the definition afforded to it in Section 5.02.

"**Location**" bears the definition afforded to it in Section 2.01.

"**Major Remodel**" means a substantial renovation of an existing System Restaurant completed in accordance with our then-current published specifications for System Restaurants of that System Restaurant Concept.

"**Minor Remodel**" means a minor renovation of an existing System Restaurant completed in accordance with our then-current published specifications for System Restaurants of that System Restaurant Concept.

"**Nontraditional locations**" means locations or venues (sometimes referred as "Pizza Hut Express" locations) at which access to the general public is restricted and include, without limitation, sports

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arenas and venues; theatres; resorts; food retailers (including supermarkets, grocery stores and convenience stores); malls and mall food courts; schools and universities; hospitals and healthcare facilities; airports; guest lodging facilities; government facilities; condominium and cooperative complexes; the premises of any third party retailer which is not a restaurant (including shops, stores and department stores); military bases and installations; and airlines, railroads and other modes of mass transportation.

"**Notification Date**" means the date on which we must notify you whether or not we are exercising our option to acquire any or all assets of your Restaurant(s) from you under Section 25.01.

"**Ownership Interest**" means all forms of legal or beneficial ownership or Control of Persons or property, including stock, partnership, membership, joint tenancy, leasehold, proprietorship, trust, beneficiary, proxy, power-of-attorney, option, warrant, voting power, and any other interest that evidences ownership or Control, whether Direct or Indirect (unless otherwise specified).

"**PCI**" means Payment Card Industry.

"**Person**" means both natural persons and legal entities (including corporations, partnerships, limited liability companies and trusts).

"**Personal Information**" means information that can be used (alone or when used in combination with other information within your control) to identify, locate or contact an individual or pertains in any way to an identified or identifiable individual.

"**Pizza Hut Marks**" means only those trademarks, trade names, service marks, trade dress (including product package designs), symbols, slogans, emblems, logos, insignia, designs, external and internal building designs and other architectural features, trade dress and copyrighted materials, and any combination of the foregoing, that you are authorized to use in connection with your operation of your franchised Pizza Hut Restaurant(s). Appendix C to this Agreement sets forth a list of the principal Pizza Hut Marks that consist of words or a combination of words and design that you are authorized to use as of the date of this Agreement. As provided in Section 16.05 of this Agreement, we may from time to time add to, withdraw, or modify the Pizza Hut Marks.

"**POS**" means point-of-sale.

"**Privacy Laws**" means international, national, federal, provincial, state, or local laws, codes or regulations that regulate the processing of Personal Information in any way, including, but not limited to, national and state data protection laws, laws regulating marketing communications and/or electronic communications, information security regulations and security breach notification rules.

"**Protected Radius**" bears the definition afforded to it in Section 3.01.

"**Purchasing Coop**" means the Pizza Hut National Purchasing Coop, Inc. or its successor(s).

"**Qualified Operator**" means the individuals(s) that actively manage and participate in the day-to-day operation and ownership of your Business.

"**Rate of inflation**" (whether or not capitalized) means the percent increase in the "CPI" from the time of the last fee increase.

"**RBD**" means a Restaurant-Based Delivery Restaurant from which Pizza Hut pizza (and other Approved Products) are sold for dine-in and carryout consumption and may be delivered for off-premises consumption.

"**Rebuild**" means a complete rebuilding of an existing System Restaurant completed in accordance with our then-current published specifications for System Restaurants of that System Restaurant Concept.

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"**Related Persons**" means all Persons having an Ownership Interest in you; all of your affiliates; any Person having an Ownership Interest in your franchised Business; and the spouses or children of any of the foregoing individuals.

"**Relocation**" means a relocation of an existing System Restaurant to a new Location (but serving the same trade area) completed in accordance with our then-current published specifications for System Restaurants of that System Restaurant Concept.

"**Renewal Package**" means a copy of our then-current franchise disclosure document and a copy of your Renewal Franchise Agreement in a form ready to be executed by you. The contents of the Renewal Package may vary in accordance to applicable law requirements.

"**Renewal Term**" bears the definition afforded to it in Section 4.02.

"**Restaurant**" bears the definition afforded to it in Section 1.01.

"**Restricted Person**" means a Person that is identified by any government or legal authority as a Person with whom Franchisor or its affiliates are prohibited or restricted from transacting business, including: (i) any Person on the Office of Foreign Assets Control List of Specially Designated Nationals and Blocked Persons, under resolutions or sanctions-related lists maintained by the United Nations Security Council, or under the E.U. Consolidated Financial Sanctions; and (ii) any Person ordinarily resident, incorporated, or located in any country or territory subject to comprehensive U.S. or E.U. sanctions, or owned or controlled by, or acting on behalf of, the government of any such country or territory.

"**Retail Sale**" means any sale by you directly to an ultimate consumer.

"**Safeguards**" bears the definition afforded to it in Section 13.14.

"**Satellite**" means a location other than your Pizza Hut Restaurant(s) Location(s), at which you may engage in certain of the activities contemplated by this Agreement with our permission.

"**System**" bears the definition afforded to it in Section 1.01.

"**System Restaurant**" bears the definition afforded to it in Section 1.01.

"**System Restaurant Concept**" means an integrated concept for developing and operating a Pizza Hut Restaurant featuring distinctive construction and design elements and Brand Standards governing what Approved Products may be offered for sale and how they may or must be furnished to the consuming public.

"**Systemwide Supply Contract**" means supply contracts either for all Pizza Hut Restaurants or a subset of Pizza Hut Restaurants situated within one or more geographic regions.

"**Term**" bears the definition afforded to it in Section 4.02.

"**Total Sales Price**" means all consideration of every kind paid or payable to you or any other Person in connection with, arising out of or relating to the Transfer of the franchise, the Franchise Agreement or the franchised Business, whether money, property or other thing or service of value including consideration received for all or a part of your Business; your rights under this Agreement; contracts; goodwill; restrictive covenants; consulting arrangements; your furniture, fixtures, equipment and trade dress elements; accounts receivable; or any other fees or arrangements or other form of consideration, whether the consideration is received in the present or promised to be given to you or any other Person (including the highest possible value of any contingent future consideration).

"**Transfer**" means any absolute or conditional method of transferring an Ownership Interest, whether legal or equitable, record or beneficial, in the transferring party or in this Agreement, whether voluntary or involuntary, directly or indirectly, by operation of law or otherwise, in any fashion, and includes any change of control, assignment, delegation, sale, pledge, encumbrance, sharing arrangement, sublicense or division, as well as any change in beneficiaries or trustees of a trust.

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"**URL's**" means websites accessible through one or more uniform resource locators.

"**Wholesale Sale or Distribution**" means any sale or distribution by you to a third party for resale, Retail Sale or further distribution.

"**52/53 Week Fiscal Year**" means a fiscal year consisting of 13 accounting periods of 4 weeks each.

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APPENDIX B

LOCATION AND RESTAURANT-SPECIFIC INFORMATION

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APPENDIX B

LOCATION AND RESTAURANT-SPECIFIC INFORMATION

Store Number	Address	City	State	Restaurant Concept	Monthly Service Fee	Effective Date	Term Date	Inactive Date

DELIVERY AREA:

The area within the boundary of the trade areas as defined on the maps attached hereto and made a part hereof for the Locations listed below:

Store Number	Address	City	State	Restaurant Concept

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APPENDIX C

PRINCIPAL PIZZA HUT MARKS

Mark	Registration Number	Registration Date
PIZZA HUT 2009 Logo (H)	3,975,582	06/07/2011
PIZZA HUT 1999 Logo (H) in color	2,459,365	06/12/2001
PIZZA HUT 1999 Logo (H) with Roof Underlined (in color)	2,546,893	03/12/2002
PIZZA HUT 1999 Logo (S) in color	2,446,056	04/24/2001
PIZZA HUT 1999 Logo (V)	2,446,055	04/24/2001
PIZZA HUT 1999 Logo (V)	2,396,061	10/17/2000
PIZZA HUT 1999 Logo (V) in color	2,357,045	06/13/2000
PIZZA HUT 2014 Logo & swirl design in color	5,341,046	11/21/2017
Pizza Hut Building Design No. 7 (with Red Roof)	1,865,062	11/29/1994
Pizza Hut Building Design No. 7	1,865,063	11/29/1994
Pizza Hut Building Design No. 6 (with Red Roof)	1,865,064	11/29/1994
Pizza Hut Building Design No. 6	1,865,065	11/29/1994
PIZZA HUT	729,847	04/10/1962
PIZZA HUT	926,516	01/04/1972
Roof Logo (2008) (domestic solid design)	3,595,346	03/24/2009
Roof Logo 2014 & Swirl Design	4,969,540	05/31/2016
Roof Logo 2014 & swirl design with PIZZA HUT in color (H)	4,969,539	05/31/2016
WINGSTREET	3,042,453	01/10/2006
Wingstreet Logo	2,916,738	01/04/2005
WingStreet Logo with WINGSTREET (V) in color	3,693,836	10/06/2009

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APPENDIX D

LEASE RIDER

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LEASE RIDER

TO: PIZZA HUT, LLC ("PHLLC")

The Lease Agreement (the "Lease"), between _____ , as "Lessor", and the franchisee of PHLLC ("Franchisee"), _____, as "Lessee" must contain a Rider with provisions acceptable to PHLLC providing that:

1. After the expiration or termination of the Franchise Agreement between PHLLC and Franchisee for any reason, PHLLC will have the option for 30 days to cure any defaults within a reasonable period of time; at PHLLC's election, either to assume the obligations of and replace Franchisee as the Lessee under the Lease, or to have another franchisee, licensee, joint venture partner or other designee of PHLLC's assume the obligations of and replace Franchisee as the Lessee under the Lease; and, if PHLLC has assumed the obligations of and replaced Franchisee as the Lessee under the Lease, to reassign the Lease to another franchisee, licensee, joint venture partner or other designee of PHLLC's.

2. Lessor will furnish to PHLLC written notice specifying any default and the method of curing the default; allow PHLLC 30 days after receipt of the notice to cure the defaults (except that if the default is the non-payment of rent, PHLLC will have only 15 days from receipt of notice to cure the default); and, allow PHLLC to exercise its option for PHLLC or another of PHLLC's franchisees, licensees, joint ventures partners or other designee to succeed to PHLLC's interest in the Lease. PHLLC's cure period will not run concurrently with the Lessee's cure period.

3. The Lessor will accept PHLLC or another franchisee PHLLC designates as a substitute tenant under the Lease upon notice from PHLLC that it is exercising its option for PHLLC or another of PHLLC's franchisees, licensees, joint ventures partners or other designee to succeed to Franchisee's interest in the Lease and/or to reassign the Lease to another franchisee following PHLLC's assumption of obligations under the Lease.

4. Upon expiration or termination of the Lease, if PHLLC elects not to exercise any of its rights set forth in provisions in 1., 2. and 3. above, then Lessee may de-identify the leased premises. If Lessee fails to do so, PHLLC may de-identify. De-identification consists of removal of all signs, modification or remodeling of all identifying architectural features (by removing the cupola from the roof, replacing any trapezoidal windows with rectangular windows, and similar actions), repainting as necessary to no longer use the color scheme used by PHLLC, and any other steps necessary (in the sole discretion of PHLLC) to effectively distinguish the formerly leased premises from PHLLC's proprietary building design(s). All de-identification will be done without cost to Lessor.

5. The required provisions in 1., 2., 3. and 4. above are rights but not obligations for PHLLC to assume Franchisee's rights and responsibilities under the Lease.

6. The Lessor acknowledges that Franchisee alone is responsible for all debts, payments and performances under the Lease before PHLLC or another of PHLLC's

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franchisees, licensees, joint ventures partners or other designee takes actual possession of the premises.

7. The Lease may not be modified or amended without PHLLC's advance written consent, which it will not unreasonably withhold. The Lessor will promptly provide PHLLC with copies of all proposed modifications or amendments and true and correct copies of the executed modifications and amendments.

8. The Lessor agrees to furnish PHLLC with copies of all letters and notices sent to Franchisee pertaining to the Lease and the premises, at the same time that these letters and notices are sent to Franchisee.

9. As Lessor under the Lease, the undersigned agrees not to modify the provision set forth above without the prior, written consent of PHLLC.

10. At any time, upon 10 days written notice to Lessor, PHLLC may receive a copy of the Lease together with any amendments thereto.

Lessor's Contact Information:

_____

"LESSOR"

Address:_____

_____

Phone:_____

By: _____

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APPENDIX E

CERTIFICATE OF OWNERSHIP

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CERTIFICATE OF OWNERSHIP

The undersigned, who is the authorized representative of _____ ("Franchisee"), hereby certifies to Pizza Hut, LLC, that the following information is true and correct and reflects all of the individuals and/or entities who own (Directly or Indirectly) any Ownership Interest in Franchisee as well as all officers, directors, corporate managers and similar officials:

Name	Shareholder, Officer, Director, Member, Manager, and/or Partner	Voting Right	Percentage of Interest in Franchisee

Dated as of the ____ day of _____, 20___.

"Franchisee"

By: _____

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APPENDIX F

PERSONAL GUARANTY

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PERSONAL GUARANTY

PIZZA HUT, LLC

7100 Corporate Drive

Plano, TX 75024

Re: Guaranty of Franchisee Obligations

In consideration of the execution by Pizza Hut, LLC ("Franchisor") of the Location Franchise Agreement (the "Franchise Agreement") dated _____, 20___ between Franchisor and _____ ("Franchisee"), or in consideration for Franchisor's approval of a Transfer of a Direct or Indirect interest in the Franchise Agreement or in Franchisee, and for other good and valuable consideration, each of the undersigned of this Personal Guaranty (the "Guaranty"), for themselves, their heirs, successors, and assigns, do jointly, individually and severally hereby absolutely and unconditionally represent and agree as follows:

1. If more than one person has executed this Guaranty, the term "the undersigned", as used herein, shall refer to each such person, and the liability of each of the undersigned hereunder shall be joint and several and primary as sureties.

2. The undersigned are all of the holders (Directly or Indirectly) of 10% or more of the Ownership Interests in Franchisee.

3. The undersigned understand and agree that the obligations set forth herein are continuing, absolute, unconditional and co-extensive with the Franchise Agreement.

4. The undersigned guarantee the payment of all amounts and the performance of all of the covenants, terms, conditions, agreements and undertakings contained and set forth in said Franchise Agreement and in any other agreement(s) by and between Franchisee and Franchisor.

5. The undersigned, jointly and severally, hereby agree to be personally bound by each and every covenant, term, condition, agreement and undertaking contained and set forth in said Franchise Agreement and any and all other agreement(s) by and between Franchisee and Franchisor, and agree that this Guaranty shall be construed as though the undersigned and each of them executed agreement(s) containing the identical terms and conditions of the Franchise Agreement and any and all other agreement(s) by and between Franchisee and Franchisor.

6. The undersigned, jointly and severally agree to indemnify Franchisor and all of the Franchisor Parties (as that term is defined in the Franchisor Agreement) from any liability or expense (including court costs and expenses, attorneys' and experts' fees, costs of or resulting from delays; travel, food, lodging and other living expenses necessitated by the need or desire to appear before courts or tribunals (including arbitration tribunals)) sustained by reason of the failure of Franchisee to perform and comply with the terms and conditions of the Franchise Agreement.

7. The undersigned hereby agree that without the consent of or notice to any of the undersigned and without affecting any of the obligations of the undersigned hereunder: (a) any term, covenant or condition of the Franchise Agreement may be amended, compromised, released or otherwise altered by Franchisor and Franchisee, and the undersigned do hereby guaranty and promise to

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perform all the obligations of Franchisee under the Agreement as so amended, compromised, released or altered; (b) any guarantor of or party to the Franchise Agreement may be released, substituted or added; (c) any disposition of interest in Franchisee will not release the liability of the undersigned under this Guaranty unless a written release signed by Franchisor to that effect is obtained; (d) any right or remedy under the Franchise Agreement, this Guaranty or any other instrument or agreement between Franchisor and Franchisee may be exercised, not exercised, impaired, modified, limited, destroyed or suspended; and, (e) Franchisor or any other person may deal in any manner with Franchisee, any of the undersigned, any party to the Franchise Agreement or any other person, all without affecting the obligations of guarantor(s) hereunder.

8. Should Franchisee be in breach or default under the Franchise Agreement or any other agreement(s) by and between Franchisee and Franchisor, Franchisor may proceed directly against any one or more of the undersigned without first proceeding against Franchisee and without proceeding against or naming in any suit any other Franchisee, signatory to the Franchise Agreement or any others of the undersigned. The undersigned acknowledge and agree that this Guaranty is a guaranty of payment and not collection. The undersigned agree to bear any and all Franchisor's costs of collection hereunder, including all court costs and expenses, attorneys' and experts' fees, costs of or resulting from delays; travel, food, lodging and other living expenses necessitated by the need or desire to appear before courts or tribunals (including arbitration tribunals), and all other costs of collection.

9. Notice to or demand upon Franchisee or any of the undersigned shall be deemed notice to or demand upon Franchisee and all of the undersigned, and no notice or demand need be made to or upon any or all of the undersigned.

10. The release from liability of Franchisee or any of the undersigned shall not relieve any other guarantors from liability hereunder, under the Franchise Agreement, or under any other agreement(s) between Franchisor and Franchisee, except to the extent that the breach or default has been remedied or moneys owed have been paid.

11. Any waiver, extension of time or other indulgence granted by Franchisor or its agents, successors or assigns, with respect to the Franchise Agreement or any other agreement(s) by and between Franchisee and Franchisor, shall in no way modify or amend this Guaranty, which shall be continuing, absolute, unconditional and irrevocable.

12. It is understood and agreed by the undersigned that the provisions, covenants and conditions of this Guaranty shall inure to the benefit of the Franchisor, its successors and assigns. This Guaranty may be assigned by Franchisor voluntarily or by operation of law without reducing or modifying the liability of the undersigned hereunder.

13. This Guaranty is to be exclusively construed in accordance with and/or governed by the law of the State of Texas without recourse to Texas (or any other) choice of law or conflicts of law principles. If, however, any provision of this Guaranty would not be enforceable under the laws of Texas, and if the business franchised under the Franchise Agreement is located outside of Texas and the provision would be enforceable under the laws of the state in which the franchised business is located, then the provision (and only that provision) will be interpreted and construed under the laws of that state. Nothing in this Guaranty is intended to invoke the application of any franchise, business opportunity, antitrust, "implied covenant", unfair competition, fiduciary or any other doctrine of law of the State of Texas or any other state, which would not otherwise apply.

14. Any litigation arising out of or related to this Guaranty will be instituted exclusively in any state or federal court of competent jurisdiction in Collin County, Texas. Any such action or proceeding

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shall be brought in federal court if federal court jurisdiction exists and, if it does not, then in state court. The undersigned agree that any dispute as to the venue for this litigation will be submitted to and resolved exclusively by such aforementioned court. The undersigned hereby waive and covenant never to assert or claim that said venue is for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including any claim under the judicial doctrine of forum non conveniens).

15. Should any one or more provisions of this Guaranty be determined to be illegal or unenforceable, all other provisions shall nevertheless be effective.

IN WITNESS WHEREOF, each of the undersigned has executed this Guaranty effective as of _____.

_____
Signature

_____
Printed Name

_____
Address

_____
Signature

_____
Printed Name

_____
Address

_____
Signature

_____
Printed Name

_____
Address

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APPENDIX G

ASSUMPTION OF OBLIGATIONS

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ASSUMPTION OF OBLIGATIONS

PIZZA HUT, LLC

7100 Corporate Drive

Plano, TX 75024

Re: Assumption of Obligations

Dear Franchisor:

To induce you to enter into the Location Franchise Agreement dated _____, 20__, with _____, as "Franchisee", or to induce you to approve a Transfer of a Direct or Indirect Ownership Interest in the Location Franchise Agreement or in Franchisee, we represent and agree as follows:

1. We are all of the officers and directors of Franchisee, and all of the holders (Directly or Indirectly) of any Ownership Interests whatsoever in Franchisee.

2. We each agree to be bound individually by restrictions of the Location Franchise Agreement that are applicable to Franchisee's "Related Persons" (as that term is defined in the Location Franchise Agreement). Without trying to list those restrictions, we understand that they include restrictions on disposition of interests in Franchisee and covenants of confidentiality and against competition (as applicable).

3. We understand that neither the expiration or termination of the Location Franchise Agreement, nor a disposition of our interests in Franchisee, will release our responsibility to comply with the restrictions of the Location Franchise Agreement that are applicable after expiration or termination, or after a disposition (as the case may be). We also understand that there are covenants of confidentiality and against competition in the Location Franchise Agreement that survive the expiration, termination, or disposition of our interests.

Very truly yours,

_____

_____

_____

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APPENDIX H

CERTIFICATE OF RESOLUTION

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CERTIFICATE OF RESOLUTION

The undersigned hereby certify to Pizza Hut, LLC ("PHLLC"), that they are the duly elected, qualified, and acting President and Secretary of _____, a _____ corporation/limited liability company ("Franchisee"), and that at a duly convened joint meeting of the shareholders/members and directors of Franchisee, attended by all of them, held on the ____ day of _____, 20___, the following resolutions unanimously were adopted:

WHEREAS, Franchisee has accepted assignment of that Location Franchise Agreement No. ____ dated _____ (the "Agreement") to operate Pizza Hut restaurants in the location(s) specified in Appendix B of the Agreement; and

WHEREAS, Sections 13.11 ("Business Entity Requirements and Records") and 18 ("Transfer") of the Agreement impose certain requirements upon Franchisee, restrict the issuance and transfer of any interest in Franchisee, and require that Franchisee submit to PHLLC a resolution of Franchisee, ratified by all individuals and/or entities who own an Interest in Franchisee, which states that without PHLLC's prior written consent, no Interests in Franchisee will be issued, transferred, or assigned to any person or entity without PHLLC's prior written consent.

NOW, THEREFORE, be it resolved (jointly by all individuals and/or entities who own an Interest in Franchisee) that, except as permitted by Sections 13.11 and 18 of the Agreement, no shares of stock or other interests in Franchisee shall be issued, transferred, or assigned to any person or legal entity without PHLLC's written consent; and

FURTHER RESOLVED that the Secretary or a similarly charged officer of Franchisee shall maintain stop transfer instructions against the transfer on the corporation's records of any securities that do not comply with the restrictions of this resolution and Sections 13.11 and 18 of the Agreement; and

FURTHER RESOLVED that the Secretary or a similarly charged officer legibly and conspicuously print the following legend on all securities or other documents evidencing an ownership interest in Franchisee:

> "The transfer of this certificate is subject to the terms and conditions of one or more Franchise Agreements with Pizza Hut, LLC, and to the restrictive provisions of the organizational documents of the issuer. Please refer to those documents for the terms of the restrictions."

The undersigned further certify to PHLLC that the Articles of Incorporation and Bylaws/Articles of Organization and Operating Agreement of Franchisee restrict Franchisee's business activities to operations licensed by PHLLC or its subsidiaries and affiliates, and that Franchisee is in compliance with those restrictions.

This certificate is executed _____, 20___.

ATTEST:

_____
"Franchisee"

By:_____
Name

By: _____
Name/Title

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APPENDIX I-1

CONFIDENTIALITY/NON-COMPETITION AGREEMENT

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CONFIDENTIALITY/NON-COMPETITION AGREEMENT

NAME: _____

FRANCHISEE: _____

HOME ADDRESS: _____

_____

HOME TELEPHONE: _____

RELATION TO FRANCHISEE: _____

(Owner, Shareholder, Member, Control Person, Etc.)

_____ ("Franchisee") is a franchisee of Pizza Hut LLC ("Franchisor") pursuant to a Pizza Hut Location Franchise Agreement entered into by Franchisee and Franchisor dated _____ (the "Franchise Agreement").

I agree that during any period of my ownership, participation in, association with or service to Franchisee, or at any time thereafter, I will not communicate to, divulge to or use for the benefit of any other person, persons, partnership, proprietorship, association, company or entity any confidential information, knowledge, trade secrets, or know-how concerning the systems of operation, programs, services, products, customers or practices of Franchisee and/or Franchisor which may be communicated to me (as further defined below, "Confidential Information"), and I will not divert any business to competitors of Franchisee and/or Franchisor.

Any and all information, knowledge, trade secrets, know-how, techniques and information which the Franchisor or Franchisee or their officers designate as confidential will be Confidential Information for the purposes of this agreement, except information which I can demonstrate came to my attention before disclosure or which had become or becomes a part of the public domain through publication or communication by others (unless the publication or communication is in violation of a confidentiality agreement), but in no event through any act of mine.

I specifically understand that, without limitation, the following constitute Confidential Information of Franchisor: all information, knowledge, trade secrets or know-how utilized or embraced by the proprietary system developed by Franchisor for opening and operating businesses that operate Pizza Hut restaurants specializing in the sale of Pizza Hut pizza, pasta, and other food items similar to Approved Products (as such term is defined below; including any chicken products or side dishes which now or in the future are sold under the Franchisor's WingStreet name or mark) (the "System") and/or imparted to me by Franchisor or Franchisee or any of their affiliates which concerns Franchisor's or Franchisee's systems of operation, programs, services, products, customers, practices, materials, books, records, manuals, computer files, databases or software; all elements of the System; all programs, products, services, equipment, technologies, recipes, food and beverage preparation techniques, policies, standards, requirements, criteria and procedures that now or in the future are a part of the System; Franchisor's Brand Standards - - that is, in the standards governing the specifications, procedures and requirements for operating a Pizza Hut restaurant; preparing, offering, ordering and delivering products; and, otherwise developing, establishing, equipping, managing and operating Pizza Hut restaurants, which may have been furnished to you in whole or in part - - (including supplements to Franchisor's Brand Standards); all specifications, procedures, systems, techniques and activities employed by Franchisor or by Franchisee in the offer and sale of programs, products and/or services at or from Franchisee's franchised business; all pricing paradigms established by Franchisor or Franchisee; all of Franchisor's and/or Franchisee's sources (or prospective sources) of supply and all information pertaining to same (including wholesale pricing structures, the contents of sourcing agreements and the identity of suppliers); site selection criteria; Franchisor's specifications, and Franchisee's final plans, for the construction, build

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out, design, renovation, décor, equipment, signage, furniture, fixtures and trade dress elements of Franchisor's restaurant(s); all information relating to Franchisor's point-of-sale and system and kitchen management system and other computer hardware and software utilized by Franchisor and Franchisee; all information pertaining to Franchisor's and/or Franchisee's advertising, marketing, promotion and merchandising campaigns, activities, materials, specifications and procedures; all customer lists and records generated and/or otherwise maintained by Franchisee's franchised business; Franchisor's training and other instructional programs and materials; all elements of Franchisor's recommended staffing, staff training and staff certification policies and procedures; all communications between Franchisor and Franchisee; additions to, deletions from and modifications and variations of the components of the System and the other systems and methods of operations which Franchisor employs now or in the future; and, all other information, knowledge and know-how which either Franchisor or Franchisor's affiliates, now or in the future, designate as confidential.

I will at no time copy, duplicate, record or otherwise reproduce any of the Confidential Information or material containing it, in whole or in part, store them in a computer retrieval or data base, nor otherwise make them available to any unauthorized person. Upon the expiration or other termination for any reason of my employment, association, service or ownership participation, I agree to return to Franchisor or Franchisee, as the case may be, all Confidential Information or material containing it (in whole or in part) in my possession utilized during my employment, association, service or ownership participation.

I further agree that during the term of my employment/service/association/ownership participation, and under the circumstances set forth in the following paragraph, for a period of eighteen (18) months immediately following its expiration or termination for any reason, I will not engage, directly or indirectly, individually or as a partner, joint venturer, shareholder, member, officer, creditor, director, employee, or agent, in the production or sale (at wholesale or retail) of any pizza, pasta or other food items similar to the Franchisor's Approved Products (including any chicken products or side dishes which now or in the future are sold under the Franchisor's WingStreet name or mark) or which otherwise serves as a Competitor (as defined below): (a) within a 25-mile radius of any now or hereafter established Pizza Hut restaurant; (b) anywhere within the county within which one or more now or hereafter established Pizza Hut restaurants are situated; or (c) anywhere within 10 miles of a location in the United States at which Franchisor, any subsidiary or any affiliate, franchisee or licensee of Franchisor now or hereafter operates a Pizza Hut restaurant as of the expiration or termination of my employment.

For purposes of this agreement, (a) the term "Approved Products" means the food, beverages, promotional items and other products Franchisor approves (in its Brand Standards or other written notice) for sale in, or other disposition to the public from, Pizza Hut restaurants; and (b) the term "Competitor" means: (i) any natural person or legal entity which derives more than ten percent (10%) of its revenue individually or in the aggregate from the production or sale (at wholesale or retail) of any pizza, pasta, or other food items similar to Approved Products (including any chicken products or side dishes offered and sold which now or in the future are sold under the Franchisor's WingStreet name or mark); (ii) any natural person or legal entity which grants franchises or licenses to others to operate the type of business specified in clause (iii); and, (iii) any natural person or legal entity which offers and sells any products or services which are confusingly similar to those offered and sold by the Pizza Hut System.

It is the intention of these provisions to preclude not only direct competition but also all forms of indirect competition, such as consultation for competitive businesses, service as an independent contractor for competitive businesses, or any assistance or transmission of information of any kind which would be of any assistance to a Competitor. Nothing herein will prevent me from owning for investment purposes one percent (1%) or less of the issued and outstanding stock in any corporation traded on a national stock exchange so long as I or Franchisee do not control the company in question.

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It is the intention of these provisions that any person or entity having any legal or beneficial interest in or traceable to, down or through me be bound by the provisions of this covenant, including (without limitation) my spouse, brother, brother-in-law, sister, sister-in-law, parents, parents-in-law, child, son-in-law or daughter-in-law; any direct or indirect beneficiary of mine; and, any other related person or entity, regardless of how many levels or tiers there may be between any such described person or entity and me. I further agree that upon the expiration or termination of my term of employment/service/association, I will immediately refrain from any and all contacts with customers, for any purpose whatsoever.

I acknowledge that violation of the covenants not to compete contained in this agreement would result in immediate and irreparable injury to Franchisor and Franchisee for which no adequate remedy at law will be available. Accordingly, I hereby consent to the entry of an injunction procured by Franchisor or Franchisee (or both) prohibiting any conduct by me in violation of the terms of those covenants not to compete and/or restrictions on the use of Confidential Information set forth in this agreement. I expressly agree that it may conclusively be presumed in any legal action that any violation of the terms of these covenants not to compete was accomplished by and through my unlawful utilization of Franchisor's Confidential Information. Further, I expressly agree that any claims I may have against Franchisor will not constitute a defense to Franchisor's enforcement of the covenants not to compete set forth in this agreement. I further agree to pay all costs and expenses (including reasonable attorneys' and experts' fees) incurred by Franchisor in connection with the enforcement of those covenants not to compete set forth in this agreement.

If all or any portion of this covenant not to use Confidential Information and not to compete is held unreasonable, void, vague or illegal by any court or agency having valid jurisdiction in an unappealed final decision to which Franchisee and/or Franchisor is a party, the court or agency will be empowered to revise and/or construe the covenant to fall within permissible legal limits, and should not invalidate the entire covenant. I expressly agree to be bound by any lesser covenant subsumed within the terms of this agreement as if the resulting covenant were separately stated in and made a part of this agreement.

I agree that this agreement and all relations and disputes between myself on the one hand, and Franchisee or Franchisor on the other hand, whether sounding in contract, tort, or otherwise, are to be exclusively construed in accordance with and/or governed by (as applicable) the law of the State of Texas without recourse to Texas (or any other) choice of law or conflicts of law principles. If Franchisor's principal headquarters moves to another state, I understand that the state's law that is designated as governing, again without recourse to that state's (or any other) choice of law or conflicts of law principles, may be changed upon written notice to me. If, however, any provision of this agreement would not be enforceable under the laws of Texas, and if Franchisee's franchised business is located outside of Texas and the provision would be enforceable under the laws of the state in which Franchisee's franchised business is located, then the provision (and only that provision) will be interpreted and construed under the laws of that state. Nothing in this agreement is intended to invoke the application of any franchise, business opportunity, antitrust, "implied covenant", unfair competition, fiduciary or any other doctrine of law of the State of Texas or any other state, which would not otherwise apply.

I further agree that any litigation arising out of or related to this agreement; any breach of this agreement; and, all relations and any and all disputes between myself on the one hand, and Franchisee or Franchisor on the other hand, whether sounding in contract, tort, or otherwise, will be instituted exclusively in a court of competent jurisdiction in Collin County, Texas. I agree that any dispute as to the venue for this litigation will be submitted to and resolved exclusively by a court of competent jurisdiction situated in Collin County, Texas.

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I hereby waive and covenant never to assert or claim that said venue is for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including any claim under the judicial doctrine of forum non conveniens).

I understand and irrevocably agree that I may only pursue any claim I have against Franchisee and/or Franchisor as an individual legal action or proceeding and may not, under any circumstance, join or combine my legal action or proceeding in any manner with any action or claim of Franchisee, any other Pizza Hut franchisee, any other Pizza Hut company-owned or franchised restaurant employee or any other party, nor may I maintain or join in any action or proceeding against any of the foregoing in a class action, whether as a representative or as a member of a class or purported class. Further, under no circumstance will I seek to consolidate, or consent to the consolidation, all or part of any action or proceeding with any other such party(ies).

I further irrevocably acknowledge and agree that any and all legal actions or proceedings which I may bring against either Franchisee and/or Franchisor must be commenced within two (2) years from the occurrence of the acts, errors and/or omissions giving rise to such legal action or proceeding or within two years from the date on which I knew or should have known, in the exercise of reasonable diligence, of the facts giving rise to such action or proceeding, whichever occurs first. If not, then I irrevocably covenant and agree that any such action or proceeding shall be barred.

_____

(Print Name)

_____

(Signature)

_____

(Date)

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APPENDIX I-2

CONFIDENTIALITY AGREEMENT

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CONFIDENTIALITY AGREEMENT

NAME: _____

FRANCHISEE: _____

HOME ADDRESS: _____

_____

HOME TELEPHONE: _____

RELATION TO FRANCHISEE: _____

(Non-Owner Officer, Director, Employee, Attorney, Etc.)

_____ ("Franchisee") is a franchisee of Pizza Hut LLC ("Franchisor") pursuant to a Pizza Hut Location Franchise Agreement entered into by Franchisee and Franchisor dated _____ (the "Franchise Agreement").

I agree that during any period of my employment by, association with or service to Franchisee, or at any time thereafter, I will not communicate to, divulge to or use for the benefit of any other person, persons, partnership, proprietorship, association, company or entity any confidential information, knowledge, trade secrets, or know-how concerning the systems of operation, programs, services, products, customers or practices of Franchisee and/or Franchisor which may be communicated to me (as further defined below, "Confidential Information").

Any and all information, knowledge, trade secrets, know-how, techniques and information which the Franchisor or Franchisee or their officers designate as confidential will be Confidential Information for the purposes of this agreement, except information which I can demonstrate came to my attention before disclosure or which had become or becomes a part of the public domain through publication or communication by others (unless the publication or communication is in violation of a confidentiality agreement), but in no event through any act of mine.

I specifically understand that, without limitation, the following constitute Confidential Information of Franchisor: all information, knowledge, trade secrets or know-how utilized or embraced by the proprietary system developed by Franchisor for opening and operating businesses that operate Pizza Hut restaurants specializing in the sale of Pizza Hut pizza, pasta, and other food items similar to Approved Products (as such term is defined below; including any chicken products or side dishes which now or in the future are sold under the Franchisor's WingStreet name or mark) (the "System") and/or imparted to me by Franchisor or Franchisee or any of their affiliates which concerns Franchisor's or Franchisee's systems of operation, programs, services, products, customers, practices, materials, books, records, manuals, computer files, databases or software; all elements of the System; all programs, products, services, equipment, technologies, recipes, food and beverage preparation techniques, policies, standards, requirements, criteria and procedures that now or in the future are a part of the System; Franchisor's Brand Standards - - that is, in the standards governing the specifications, procedures and requirements for operating a Pizza Hut restaurant; preparing, offering, ordering and delivering products; and, otherwise developing, establishing, equipping, managing and operating Pizza Hut restaurants, which may have been furnished to you in whole or in part - - (including supplements to Franchisor's Brand Standards); all specifications, procedures, systems, techniques and activities employed by Franchisor or by Franchisee in the offer and sale of programs, products and/or services at or from Franchisee's franchised business; all pricing paradigms established by Franchisor or Franchisee; all of Franchisor's and/or Franchisee's sources (or prospective sources) of supply and all information pertaining to same (including wholesale pricing structures, the contents of sourcing agreements and the identity of suppliers); site selection criteria; Franchisor's specifications, and Franchisee's final plans, for the construction, build out, design, renovation, décor, equipment, signage, furniture, fixtures and trade dress elements of

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Franchisor's restaurant(s); all information relating to Franchisor's point-of-sale system and kitchen management system and other computer hardware and software utilized by Franchisor and Franchisee; all information pertaining to Franchisor's and/or Franchisee's advertising, marketing, promotion and merchandising campaigns, activities, materials, specifications and procedures; all customer lists and records generated and/or otherwise maintained by Franchisee's franchised business; Franchisor's training and other instructional programs and materials; all elements of Franchisor's recommended staffing, staff training and staff certification policies and procedures; all communications between Franchisor and Franchisee; additions to, deletions from and modifications and variations of the components of the System and the other systems and methods of operations which Franchisor employs now or in the future; and, all other information, knowledge and know-how which either Franchisor or Franchisor's affiliates, now or in the future, designate as confidential.

I will at no time copy, duplicate, record or otherwise reproduce any of the Confidential Information or material containing it, in whole or in part, store them in a computer retrieval or data base, nor otherwise make them available to any unauthorized person. Upon the expiration or other termination for any reason of my employment, association, or service with Franchisee, I agree to return to Franchisor or Franchisee, as the case may be, all Confidential Information or material containing it (in whole or in part) in my possession or control utilized during my employment, association, or service with Franchisee.

For purposes of this agreement, the term "Approved Products" means the food, beverages, promotional items and other products Franchisor approves (in its Brand Standards or other written notice) for sale in, or other disposition to the public from, Pizza Hut restaurants.

I hereby consent to the entry of an injunction procured by Franchisor or Franchisee (or both) prohibiting any conduct by me in violation of the restrictions on the use of Confidential Information set forth in this agreement. Further, I expressly agree that any claims I may have against Franchisor will not constitute a defense against Franchisor's enforcement of those restrictions on the use of Confidential Information as set forth in this agreement. I further agree to pay all costs and expenses (including reasonable attorneys' and experts' fees) incurred by Franchisor in connection with the enforcement of those restrictions on the use of Confidential Information as set forth in this agreement.

If all or any portion of this covenant not to use Confidential Information is held unreasonable, void, vague or illegal by any court or agency having valid jurisdiction in an unappealed final decision to which Franchisee and/or Franchisor is a party, the court or agency will be empowered to revise and/or construe the covenant to fall within permissible legal limits, and should not invalidate the entire covenant. I expressly agree to be bound by any lesser covenant subsumed within the terms of this agreement as if the resulting covenant were separately stated in and made a part of this agreement.

I agree that this agreement and all relations and disputes between myself on the one hand, and Franchisee or Franchisor on the other hand, whether sounding in contract, tort, or otherwise, are to be exclusively construed in accordance with and/or governed by (as applicable) the law of the State of Texas without recourse to Texas (or any other) choice of law or conflicts of law principles. If Franchisor's principal headquarters moves to another state, I understand that the state's law that is designated as governing, again without recourse to that state's (or any other) choice of law or conflicts of law principles, may be changed upon written notice to me. If, however, any provision of this agreement would not be enforceable under the laws of Texas, and if Franchisee's franchised business is located outside of Texas and the provision would be enforceable under the laws of the state in which Franchisee's franchised business is located, then the provision (and only that provision) will be interpreted and construed under the laws of that state.

I further agree that any litigation arising out of or related to this agreement; any breach of this agreement; and, all relations and any and all disputes between myself on the one hand, and Franchisee or Franchisor on the other hand, whether sounding in contract, tort, or otherwise, will be instituted exclusively in a court of competent jurisdiction in Collin County, Texas. I agree that any

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dispute as to the venue for this litigation will be submitted to and resolved exclusively by a court of competent jurisdiction situated in Collin County, Texas.

I hereby waive and covenant never to assert or claim that said venue is for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including any claim under the judicial doctrine of forum non conveniens).

I understand and irrevocably agree that I may only pursue any claim I have against Franchisee and/or Franchisor as an individual legal action or proceeding and may not, under any circumstance, join or combine my legal action or proceeding in any manner with any action or claim of Franchisee, any other Pizza Hut franchisee, any other Pizza Hut company-owned or franchised restaurant employee or any other party, nor may I maintain or join in any action or proceeding against any of the foregoing in a class action, whether as a representative or as a member of a class or purported class. Further, under no circumstance will I seek to consolidate, or consent to the consolidation, all or part of any action or proceeding with any other such party(ies).

I further irrevocably acknowledge and agree that any and all legal actions or proceedings which I may bring against either Franchisee and/or Franchisor must be commenced within two (2) years from the occurrence of the acts, errors and/or omissions giving rise to such legal action or proceeding or within two years from the date on which I knew or should have known, in the exercise of reasonable diligence, of the facts giving rise to such action or proceeding, whichever occurs first. If not, then I irrevocably covenant and agree that any such action or proceeding shall be barred.

_____
(Print Name)

_____
(Signature)

_____
(Date)

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APPENDIX J

SECTION 2.6 OF PIZZA HUT NATIONAL PURCHASING COOPERATIVE BYLAWS

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SECTION 2.6 OF PIZZA HUT NATIONAL PURCHASING COOPERATIVE BYLAWS

Stockholder Members

2.6 Purchase Commitment. Each stockholder member shall purchase virtually all Goods and Equipment for use in the stockholder member's retail outlets through the purchasing programs of the Unified Coop and the Coop. "Virtually all" with respect to Goods and Equipment means all Goods and Equipment except Goods and Equipment:

(a) Where the Unified Coop or the Coop agrees in advance in writing that the stockholder member need not purchase the particular item or category of Goods or Equipment through the purchasing programs of the Unified Coop;

(b) Where the stockholder member determines in good faith, after written notice to the Unified Coop (or if prior notice is impractical, with notice given as soon as possible), with respect to a specific item or category of Goods or Equipment for specific retail outlets that (i) the Unified Coop is unable to meet the member's required volume of supply of the particular Goods or Equipment, or (ii) the Unified Coop is unable to meet previously established quality standards with respect to particular Goods or Equipment;

(c) Where the stockholder member determines in good faith, after written notice to the Unified Coop (or if prior notice is impractical, with notice given as soon as possible), that the Unified Coop's purchasing policies or procedures with respect to the particular item or category of Goods or Equipment present a material business risk to the member, which the member is unwilling to assume, because of the Unified Coop's volume, hedging or similar commitments, arrangements or policies; or

(d) Purchased after the termination of the stockholder member's membership in the Coop.

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APPENDIX K

SUS/FMS LICENSE AND SUPPORT AGREEMENT

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SUS/FMS LICENSE AND SUPPORT AGREEMENT

THIS SUS/FMS LICENSE AND SUPPORT AGREEMENT ("**Agreement**") is entered into and effective the _____ day of _____, 2025 (the "**Effective Date**"), by and between PIZZA HUT CONNECT, LLC, with an office located at 7100 Corporate Drive, Plano, Texas 75024 ("**PHCLLC**"), and _____ located at _____ ("**Franchisee**").

WHEREAS, Franchisee is a Pizza Hut, LLC ("**PHLLC**") franchisee under the Franchise Agreement(s) listed on Exhibit 1 ("**Franchise Agreement**");

WHEREAS, PHCLLC owns certain proprietary Operating Systems computer software for use in conjunction with accepting and filling orders for PHLLC approved products in PIZZA HUT restaurants and management controls for the PIZZA HUT restaurant processes associated with completion of such orders; and

WHEREAS, Franchisee desires a license to possess and use such proprietary, computer software in support of the PIZZA HUT® restaurant(s) listed on Exhibit 1 operated under the Franchise Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements made herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

A. **DEFINITIONS.** Unless the context otherwise provides, the terms below will have the specified meaning for all purposes of this Agreement.

1. Event. Contact with the Help Desk via phone, chat or portal submission.

2. Pizza Hut Business. The PIZZA HUT restaurant business, authorized and operated pursuant to the Franchise Agreement, in which Franchisee receives orders from customers for PHLLC approved products and serves such products to the customers.

3. Pizza Hut Unit. A PIZZA HUT restaurant unit operated pursuant to the Franchise Agreement and from which the Pizza Hut Business is conducted utilizing PHOS and for which a Schedule 1 or 1A is in effect. A Pizza Hut Unit is also referred to as "**Unit**" in this Agreement.

4. PHOS (Pizza Hut Operating Systems). Proprietary, computer software systems consisting of SUS/FMS Software, Approved Equipment, and other software which is utilized in the Pizza Hut Business (i) at a Pizza Hut Unit to receive and process customer orders for PHLLC approved products, (ii) at a Pizza Hut Unit or office to assist in planning and monitoring its business, costs, training and employment administration, and/or (iii) at a Franchisee office location, other than a Pizza Hut Unit, to receive and/or transmit data regarding the Pizza Hut Business.

5. SUS/FMS Software. The proprietary, computer software, utilized on Approved Equipment, for accepting and filling orders of PHLLC approved products from a Pizza Hut Unit and exercising management controls for Pizza Hut Unit processes associated with completion of such orders, for use in planning and monitoring its Pizza Hut business, costs, training and employment administration, and/or for supporting the receipt and/or transmission of data to and from the Pizza Hut Unit and a Franchisee office location. The SUS/FMS Software consists only of the proprietary, software owned by PHCLLC, which comprises two main components, namely the Unit SUS/FMS Software and the Support SUS/FMS Software. Addendum A, Functional Specifications, sets forth

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the general software functional capabilities of the Unit SUS/FMS Software and the Support SUS/FMS Software. The guides and manuals referenced in Addendum A, Functional Specifications, are part of the SUS/FMS Software.

6. **Approved Equipment.** The equipment configurations utilized to operate PHOS as specified in the Technology Brand Standards.

7. **Technical Specifications.** The Approved Equipment and any additional software, other than the SUS/FMS Software, which is required for operation of PHOS (e.g., Linux), as specified in the Technology Brand Standards.

8. **Site Environmental Specifications.** The site environmental specifications set forth by the manufacturer of the Approved Equipment, except as otherwise specified in the Technology Brand Standards.

9. **Trade Secrets.** The information and materials set forth in Section I.

10. **Franchisee User Group.** The group of PHLLC franchisees in good standing with PHLLC, including but not limited to, complete compliance with all the terms of this Agreement and using the PHOS in at least fifty-one percent (51%) of its Pizza Hut Unit(s).

11. **IPHFHA-Appointed Technology Governance Committee.** A group of not less than four (4) members of the Franchisee User Group will be appointed by the board of International Pizza Hut Franchise Holders Association, Inc. ("**IPHFHA**") to the Technology Governance Committee (such members, the "**IPHFHA-Appointed Technology Governance Committee**"). Except for the foregoing, the specific manner in which the IPHFHA-Appointed Technology Governance Committee is appointed, their terms, successive terms, and removal, and all other considerations relating to membership in the IPHFHA-Appointed Technology Governance Committee will be determined in the sole discretion of the IPHFHA board. If the IPHFHA-Appointed Technology Governance Committee's make-up ever falls outside the above parameters, the IPHFHA-Appointed Technology Governance Committee will have three (3) months to again be in compliance with the above parameters and during such cure period the IPHFHA board will temporarily take over the role of the IPHFHA-Appointed Technology Governance Committee. For avoidance of doubt, the PHLLC members of the Technology Governance Committee are appointed by PHLLC and its affiliates in their sole discretion.

12. **Technology Brand Standards.** Specific guidelines and/or technical specifications that are critical to ensure adoption, implementation, and maintenance of information security practices that protect the Pizza Hut Brand image, proprietary competitive data, and customer information, among other things.

B. **LICENSE FOR SUS/FMS SOFTWARE.** PHCLLC grants to Franchisee and Franchisee accepts a personal, limited, nonexclusive, nontransferable license to possess and use the SUS/FMS Software only in object code format, and in accordance with the terms and conditions of this Agreement.

1. Except with the prior, express written consent of PHCLLC, which consent may be granted or withheld in PHCLLC's sole discretion, Franchisee may use the SUS/FMS Software only on Approved Equipment and only in support of its Pizza Hut Business.

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2. The Unit SUS/FMS Software and the Support SUS/FMS Software may be used only at the Pizza Hut Unit(s) and/or Franchisee office location(s), respectively, for which a Schedule 1 or 1A has been executed and is in effect under this Agreement.

3. Franchisee will use the Unit SUS/FMS Software only in their licensed territory pursuant to the Franchise Agreement and will use the Support SUS/FMS Software only in support of the Unit SUS/FMS Software.

4. Upon thirty (30) days prior written notice to PHCLLC, Franchisee may move the Unit SUS/FMS Software and/or Support SUS/FMS Software for use on Approved Equipment located at a different Pizza Hut Unit(s) and/or Franchisee office location(s), respectively, provided such different Pizza Hut Unit(s) and/or Franchisee office location(s) is/are operated pursuant to the Franchise Agreement. Franchisee, upon thirty (30) days prior written notice, also may move the Support SUS/FMS Software to a different Franchisee office location.

5. Franchisee will not attempt to, or actually, sell, convey, lease, license, lend, hypothecate, transfer, or provide the SUS/FMS Software to anyone not a party to this Agreement except pursuant to an assignment authorized under Section P.1.

6. There is no charge for licensing the SUS/FMS Software itself, but as set forth in Sections D and F, Addendum B, SUS/FMS Services, and Schedule 1 or 1A, there are charges for various services which Franchisee must or may, as indicated therein, elect to obtain from PHCLLC.

7. Nothing in this Agreement grants any rights to the SUS/FMS Software in source code format and nothing herein will be construed or interpreted as providing such rights, except as otherwise expressly set forth in Section H.

8. Franchisee will not perform, attempt to perform, or assist another in performing any decompilation, disassembly, or reverse engineering of the SUS/FMS Software except as otherwise expressly set forth in Section H.

9. Franchisee will not copy, reproduce, modify, or allow/permit others to do so, the SUS/FMS Software, in whole or in part, except as otherwise expressly set forth in Section H.

10. Franchisee will not utilize or operate a time-sharing service, facility management or service bureau with the SUS/FMS Software.

11. Unless otherwise authorized by PHCLLC, Franchisee may only make copies of the PHOS for its archival purposes, or when copying is an essential step in the authorized use of the PHOS on a backup controller, processor or other hardware device.

12. Franchisee shall label each copy of the PHOS with the copyright notice that appears on the original.

13. Franchisee shall not market, sublicense or otherwise provide the original, any copy or partial copy, or any derivative of the PHOS to any third party.

14. PHCLLC, or its representatives, has the right, upon twenty-four (24) hours prior notice and during normal operating hours (taking into account the extra demands placed on a Pizza Hut Unit's staff during peak revenue periods), to enter a Pizza Hut Unit and/or Franchisee office location to inspect Approved Equipment, the SUS/FMS Software, and their operations to determine if Franchisee is in compliance with the terms and conditions of this Agreement. PHCLLC, or its

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representatives, shall be permitted to make copies of anything it deems a possible violation of this Agreement.

C. FRANCHISEE'S RESPONSIBILITIES.

1. Franchisee will purchase or lease the Approved Equipment and obtain such additional software, if any, as specified by the Technical Specifications, from PHCLLC approved vendors either through PHCLLC or directly from such PHCLLC approved vendors. PHCLLC, in good faith, will attempt in its dealings with Approved Equipment and software vendors to secure commitments from such vendors to provide the same pricing and service levels to Franchisee as provided to PHCLLC. If PHCLLC procures Approved Equipment or software for Franchisee, PHCLLC will not add a mark-up to the price charged Franchisee.

2. Pursuant to Addendum B, PHOS Services, Franchisee will maintain contract with an approved maintenance vendor to provide preventive, remedial maintenance and support of the Technical Specifications and Approved Equipment. Changes or modifications to a full service contract must be approved by PHCLLC in advance or PHCLLC reserves the right to terminate support. Any prepaid dollars may be forfeited as part of the minimum support rate structure. Franchisee shall provide PHCLLC a copy of the maintenance agreement for Technical Specifications and Approved Equipment upon request. Failure to comply with this requirement within thirty (30) days of the request, shall be deemed a material breach of this Agreement by Franchisee. PHCLLC's failure to request such a copy of the maintenance agreement for Technical Specifications and Approved Equipment shall not be deemed a material breach of this Agreement by PHCLLC and shall not be deemed a waiver of this requirement by PHCLLC.

3. Franchisee will establish and maintain a 3g/4g line. The typical reasons for PHCLLC to need to electronically connect to PHOS are to download application maintenance or enhancements or menu pricing changes and to diagnose PHOS problems. PHCLLC will exercise the same level of precaution in protecting against unauthorized access to a Pizza Hut Unit's PHOS as PHCLLC generally exercises as to a company unit's PHOS, including any prior written notification practices. Franchisee promptly will notify PHCLLC if the telephone number changes. In addition, the preferred primary access method is broadband – i.e. VSAT, DSL or other broadband method. PHCLLC and/or its affiliate has sourced preferred providers. Broadband connectivity supports Web Ordering, Overflow Call Center, Integrated Credit Card Processing, email and web browsing. Modem access is the secondary access, and is required.

4. Franchisee will maintain the PHOS in accordance with the Site Environmental Specifications and otherwise operate it in accordance with this Agreement.

D. SERVICES. Addendum B, PHOS Services, sets forth support services which must be obtained for each PHOS, unless otherwise noted in Addendum B. Each service which is not a one-time service and is provided by PHCLLC, will be provided until the first "January 1" date following the Effective Date and then continuously renew automatically for additional one (1) year periods until:

1. This Agreement is terminated as provided for herein;

2. Franchisee notifies PHCLLC of a change in its PHOS Services elections or move to another vendor at least ninety (90) days before the end of the initial period or then current one (1) year period; or

3. PHCLLC elects not to continue providing such PHOS Service and notifies Franchisee in writing of this election at which point the PHOS Service will cease to be provided as of six (6)

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months from the date of the written notice. Upon such election by PHCLLC, PHCLLC will identify an alternative PHCLLC approved PHOS Service vendor and, subject to execution of appropriate confidentiality agreements with such vendor, PHCLLC will provide documentation and written support procedures for use by the alternative vendor in providing services to Franchisee.

E. ACCEPTANCE.

1. Acceptance of the Approved Equipment will be determined solely pursuant to the contract with the vendors of the Approved Equipment.

2. Franchisee will have sixty (60) days to evaluate the first copy of the SUS/FMS Software to be used in each particular concept of a Pizza Hut Unit. PHCLLC reserves the right to expand and/or reduce the types of concepts. Acceptance of the SUS/FMS Software will occur automatically on the sixty-first (61st) day following the later of either the date PHCLLC delivers the SUS/FMS Software to Franchisee or, in the event Franchisee has elected to have PHCLLC install the SUS/FMS Software, the date PHCLLC either installs the SUS/FMS Software or would have installed the SUS/FMS Software but for delay caused by Franchisee, unless prior to that time Franchisee has indicated in writing to PHCLLC the ways in which Franchisee claims the SUS/FMS Software materially fails to function in accordance with Addendum A, Functional Specifications.

a. If Franchisee has so indicated an alleged material failure before the acceptance date, then, during the next sixty (60) days, PHCLLC use commercially reasonable means to remedy the alleged failure and/or demonstrate to Franchisee proper performance of the SUS/FMS Software.

b. If after such sixty (60) days, Franchisee has not indicated its acceptance of the SUS/FMS Software in writing, PHCLLC or Franchisee may terminate this Agreement upon written notice within thirty (30) days after such sixty (60) day period.

c. In any event, Franchisee's possession of the SUS/FMS Software in the Pizza Hut Business for more than one hundred fifty (150) days, whether or not continuous, will constitute acceptance of the SUS/FMS Software.

d. Once the first copy of the SUS/FMS Software has been accepted for a particular Pizza Hut Unit concept, subsequent copies of the SUS/FMS Software licensed by Franchisee for additional Pizza Hut Units of the same concept will be deemed accepted on the thirty-first (31st) day following the later of either the date PHCLLC delivers the SUS/FMS Software to Franchisee or, in the event Franchisee has elected to have PHCLLC install the SUS/FMS Software, the date PHCLLC either installs the SUS/FMS Software or would have installed the SUS/FMS Software but for delay caused by Franchisee.

F. ANNUAL FEES. Franchisee will pay the fees set forth in Schedule 1 or Schedule 1-A (collectively, the "**Support Fees**"), as applicable for each Pizza Hut Unit.

1. The first payment will be a prorata amount of the monthly amount of the Support Fees calculated from the SUS/FMS Software acceptance date to month end, plus any one time fees for services elected in accordance with Addendum B, SUS/FMS Services. The first payment is due upon acceptance of the SUS/FMS Software and must be paid within thirty (30) days of invoicing.

2. Thereafter, all Support Fees are due and payable, in twelve (12) equal monthly installments. Monthly billing will be in arrears and is due and payable within thirty (30) days of invoicing. In addition to any other remedies PHCLLC may have, Franchisee shall pay to PHCLLC a

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late charge at a rate established by PHCLLC, not to exceed the maximum rate permitted by law, on all delinquent fees required to be paid to PHCLLC by Franchisee pursuant to this Agreement. Such late charge shall commence on the first day of the month following the month in which such fees are due. If Franchisee fails to make timely payment, PHCLLC may suspend services under this Agreement.

3. The Franchisee also agrees to pay all fees associated with the approved equipment maintenance contract.

4. PHCLLC may increase or decrease the Support Fees, effective January 1 of any year, in PHCLLC's sole discretion upon ninety (90) days advance, written notice. PHCLLC will not increase any Support Fees more than twelve percent (12%) during a calendar year except as agreed to by the IPHFHA-Appointed Technology Governance Committee. If new or expanded services are offered by PHCLLC, PHCLLC will set the prices for such services consistent with the then current prices for other services previously and/or currently offered and most similar to the new or expanded services. At the IPHFHA-Appointed Technology Governance Committee's request, PHCLLC will meet with the IPHFHA-Appointed Technology Governance Committee to set forth the reason(s) for any price increase(s).

5. In addition to the fees payable by Franchisee hereunder, Franchisee agrees to pay all federal, state and local taxes imposed upon the PHOS or maintenance services provided hereunder, excluding any taxes based on PHCLLC's net income.

G. OWNERSHIP. PHCLLC is the exclusive owner of all rights to the SUS/FMS Software including, but not limited to, all patent, trademark, copyright, and trade secret rights arising out of the SUS/FMS Software and any developments or improvements thereto regardless of who made such developments or improvements. PHCLLC retains full title to the SUS/FMS Software and the media upon which the SUS/FMS Software is provided or as otherwise set forth.

1. Franchisee acquires no rights to the SUS/FMS Software other than those rights that are expressly granted in this Agreement. All rights not expressly granted to Franchisee remain in PHCLLC.

2. PHCLLC has the exclusive right to prepare derivative works, adaptations, and collective works related to the SUS/FMS Software. In addition, PHCLLC has the exclusive right to modify the SUS/FMS Software, to translate it into other computer languages, and to convert it to execute under other operating systems or for use on other computer equipment. The IPHFHA-Appointed Technology Governance Committee, however, as set forth in and in accordance with Addendum B, SUS/FMS Services, may request that PHCLLC make modifications to the SUS/FMS Software.

3. Any developments and improvements to the SUS/FMS Software by any entities, including after any possible disclosures of the SUS/FMS Software source code to the IPHFHA-Appointed Technology Governance Committee pursuant to Section H, will be "WORK MADE FOR HIRE" and the exclusive property of PHCLLC. To the extent such work may not be deemed a "WORK MADE FOR HIRE" under applicable law, Franchisee and/or the IPHFHA-Appointed Technology Governance Committee hereby assigns to PHCLLC all right, title, and interest in and to Franchisee's and/or IPHFHA-Appointed Technology Governance Committee rights in such work. Franchisee and/or the Franchisee will execute and deliver to PHCLLC such instruments of transfer and take such other action that PHCLLC may reasonably request; including, without limitation, executing and filing, at PHCLLC's expense, applications, assignments, and other documents required for the protection of PHCLLC's rights to such materials. Franchisee and/or the IPHFHA-Appointed

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Technology Governance Committee's sole compensation will be the license rights granted under this Agreement.

4. PHCLLC has no obligation whatsoever to reveal the SUS/FMS Software in source code format to Franchisee or the IPHFHA-Appointed Technology Governance Committee except as explicitly set forth in Section H.

H. SOURCE CODE.

1. Upon material breach of this Agreement by PHCLLC, Franchisee will notify PHCLLC in writing. PHCLLC will have thirty (30) days, after receipt of such notice, to remedy the breach or due to the nature of the remedy commence the remedy. If PHCLLC does not so remedy the breach or due to the nature of the remedy commence the remedy, Franchisee then may request the IPHFHA-Appointed Technology Governance Committee to notify PHCLLC of such material breach and request that PHCLLC remedy such material breach within forty-five (45) days. If PHCLLC, upon such further notice, does not so cure any such material breach, then the IPHFHA-Appointed Technology Governance Committee will be entitled to a copy of the current source code for the SUS/FMS Software upon written request to PHCLLC. Within five (5) days of receipt of such a request from the Franchisee User Group, the IPHFHA-Appointed Technology Governance Committee will notify the IPHFHA board in writing of the IPHFHA-Appointed Technology Governance Committee's notice.

Within thirty (30) days of receipt of such a request from the IPHFHA-Appointed Technology Governance Committee, PHCLLC will either make such current source code for the SUS/FMS to the IPHFHA-Appointed Technology Governance Committee or state in writing to the IPHFHA-Appointed Technology Governance Committee why PHCLLC does not believe there was a material breach and/or a failure to cure a material breach and therefore is not required to make such release. Upon occurrence of the latter, PHCLLC, Franchisees, and the IPHFHA-Appointed Technology Governance Committee will negotiate in good faith to resolve the discrepancy within thirty (30) days. If the discrepancy is not resolved by the end of such period, PHCLLC, Franchisee, and the IPHFHA-Appointed Technology Governance Committee will submit the dispute to non-binding mediation in accordance with the Procedures for Resolution of Franchise Disputes set forth by the Center For Public Resources. If mediation is not successful in resolving the discrepancy, the parties then, and only then, may pursue other remedies, including litigation.

2. Upon any release of the SUS/FMS Software source code pursuant to this Section, PHCLLC will have no further obligation to provide Franchisee or any other PHCLLC franchisee any support services or other service regarding the SUS/FMS Software under this or any other license agreement. The IPHFHA-Appointed Technology Governance Committee then will have a royalty-free license to use and modify the source code as it so chooses provided the source code, the PHOS, and any and all derivative software are used solely in support of a Pizza Hut Business operated by a PHCLLC franchisee pursuant to a written franchise agreement between the franchisee and PHCLLC, and further provided that the source code is not used in violation of any such franchise agreement or, except as explicitly modified by this Section, this Agreement, including but not limited to Section I below. As a condition precedent to any obligations of PHCLLC which may arise under this Section to disclose the source code, IPHFHA shall execute appropriate agreements consistent with the rights granted hereunder.

I. TRADE SECRETS; NONDISCLOSURE. The information and material provided directly to Franchisee and/or through the Technology Governance Committee by PHCLLC and described in this Section are the valuable Trade Secrets of PHCLLC. Such information and materials will be hereinafter referred to as the "Trade Secrets".

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1. The following information and materials are Trade Secrets of PHCLLC:

a. The SUS/FMS Software, application, functional and technical design, screen layouts, all user and functional documentation, and all training materials;

b. Information pertaining to the Technical Specifications and the factors used to determine the Technical Specifications; and

c. Information identified by PHCLLC as being proprietary, confidential, and/or a trade secret.

d. The terms and conditions of this Agreement.

2. Trade Secrets will not include the following:

a. Information which is in the public domain as of the Effective Date or which later comes into the public domain from a source other than Franchisee; and

b. Information which comes to Franchisee from a bona fide third party source having the right to freely disclose such information to Franchisee without restrictions or obligations of confidentiality.

3. PHCLLC has spent substantial time and money in developing and assembling the Trade Secrets. The Trade Secrets give PHCLLC an advantage over competitors who do not know or use the Trade Secrets.

4. Franchisee will keep secret and never disclose the Trade Secrets.

5. Franchisee will limit access to the Trade Secrets only to those employees of Franchisee for whom the scope of their employment at Franchisee requires that they need to know the Trade Secrets to perform their job. Franchisee will inform all its employees who may come in contact with the Trade Secrets of the provisions of this Section.

6. Except with the prior, express written consent of PHCLLC, Franchisee will not disclose the Trade Secrets to any independent contractor engaged by Franchisee.

7. The provisions of this Section will survive the termination of this Agreement.

J. **NONCOMPETITION WITH THE PHOS SOFTWARE.** During the term of this Agreement and for one (1) year following its termination, Franchisee will neither develop software that performs the same functions as the SUS/FMS Software, nor engage any entity not a party to this Agreement to develop software that performs the same functions as the SUS/FMS Software. Notwithstanding anything to the contrary contained in this Section, nothing in this Section will restrict Franchisee from lawfully obtaining software that performs the same functions as the SUS/FMS Software from an entity not a party to this Agreement if, and only if, such entity lawfully possesses such software and has the right to provide such software to Franchisee.

K. **LICENSES OF OTHER SOFTWARE.** In addition to the SUS/FMS Software, PHCLLC, in its sole discretion, may choose to offer to Franchisee software that is not owned by PHCLLC. If such software is offered to and accepted by Franchisee, Franchisee will execute the

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applicable software license and sublicenses, if any, which the owner then requires for such software or PHCLLC may terminate this Agreement upon thirty (30) days' notice.

L. **TERM.** This Agreement will have an initial term commencing on the Effective Date first noted above and continuing until the first "January 1" date following the Effective Date. After the initial term, this Agreement continuously and automatically will renew for successive one (1) year terms until any of the following occurs.

1. If Franchisee notifies PHCLLC in writing at least ninety (90) days before the end of the then current term that Franchisee does not want this Agreement to renew; or

2. If PHCLLC notifies Franchisee, and all other PHLLC franchisees having licenses similar to this Agreement, in writing at least one hundred eighty (180) days before the end of the then current term that PHCLLC does not want this Agreement to renew and upon the effective date of such termination PHCLLC releases the SUS/FMS Software source code to the IPHFHA-Appointed Technology Governance Committee consistent with the rights set forth in Section H; or

3. If one party materially breaches any of the terms and conditions of this Agreement and fails to cure such material breach within forty-five (45) days following written notice of the material breach by the other party, then the notifying party may terminate this Agreement upon notice; or

4. If Franchisee ceases business operations, if a voluntary or involuntary petition in bankruptcy is filed in the name of Franchisee and is not dismissed within sixty (60) days, and/or if Franchisee makes an assignment for the benefit of creditors, PHCLLC may terminate this Agreement upon notice; or

5. If the majority and/or controlling ownership of Franchisee changes, unless the new majority owner and/or controller, as the case may be, executes a new license (in the form of PHCLLC's then current license agreement) with PHCLLC within sixty (60) days after the change in majority ownership and/or control, including assumption of all amounts due under this Agreement; or

6. Upon the termination of any franchise agreement authorizing Franchisee to engage in the Pizza Hut Business, then, as to all Pizza Hut Units affected by that termination, this Agreement immediately will terminate.

7. Upon termination of this Agreement for any reason, Franchisee, within ten (10) days after the effective date of the termination, will return to PHCLLC all copies of PHCLLC Trade Secrets in Franchisee's possession or under Franchisee's control. An officer of Franchisee at the same time will certify in writing that all copies have been returned to PHCLLC and PHCLLC Trade Secrets have been removed from any, and all, of Franchisees computers.

M. **INDEMNIFICATION.** PHCLLC will defend and indemnify, and will pay all damages which arise or are associated with claims that use of the SUS/FMS Software infringes a United States patent, copyright, or other United States proprietary right or trade secrets of a third party, provided as follows:

1. That Franchisee promptly notify, in writing, PHCLLC of all claims of alleged infringement;

2. That PHCLLC has complete control over the defense of claims of infringement as well as complete control over all negotiation for the settlement or compromise of such claims and

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Franchisee does not take any action that may prejudice PHCLLC's defense, settlement and/or compromise of such claim;

3. That Franchisee cooperate fully with PHCLLC in the defense of such claims, and

4. That Franchisee uses the SUS/FMS Software only in a manner, on one of the Approved Equipment configurations (which is current under the Technology Brand Standards at the time liability arises), and with other software, expressly authorized by PHCLLC under and otherwise in accordance with this Agreement.

5. Notwithstanding the above, if the SUS/FMS Software source code is released to the IPHFHA-Appointed Technology Governance Committee pursuant to Section H, PHCLLC will have liability under this Section as to claims arising out of use of the SUS/FMS Software after such release (i) only to the extent such claims do not arise in whole or in part from any changes to the SUS/FMS Software or source code, the Approved Equipment configurations current at the time of the release, and/or the software expressly authorized by PHCLLC for use with the SUS/FMS Software as of the time of the release, and (ii) only if such claims otherwise arise from the acts or omissions of PHCLLC and are brought within five (5) years after the release of the source code pursuant to Section H.

6. The foregoing indemnification shall not apply if Franchisee has used the SUS/FMS in a way not in accordance with this Agreement; failed to promptly install an Enhancement, if such Enhancement would have avoided such claim; made a correction or modification to the SUS/FMS without the permission of PHCLLC; or, used SUS/FMS with unapproved software or equipment.

N. **LIMITATION OF LIABILITY.** THE SUS/FMS SOFTWARE IS PROVIDED "AS IS" AND WITHOUT WARRANTY. PHCLLC EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

1. PHCLLC DOES NOT REPRESENT OR WARRANT THAT THE USE OF PHOS WILL BE PROFITABLE TO FRANCHISEE.

2. PHCLLC DOES NOT REPRESENT OR WARRANT THAT PHOS WILL BE ERROR-FREE OR THAT THE USE OF PHOS WILL BE UNINTERRUPTED.

3. PHCLLC MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING THE APPROVED EQUIPMENT.

4. IN NO EVENT WILL PHCLLC BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, EVEN IF PHCLLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5. EXCEPT AS TO CLAIMS ARISING UNDER SECTION M, IN NO EVENT WILL PHCLLC BE LIABLE TO FRANCHISEE FOR ANY AMOUNT IN EXCESS OF THE SUMS PAID IN THE THEN CURRENT CALENDAR YEAR TO PHCLLC BY FRANCHISEE FOR REGULAR LICENSE FEES AND REGULAR SERVICES RENDERED PURSUANT TO THIS AGREEMENT.

6. FRANCHISEE WILL BRING ALL ACTIONS AGAINST PHCLLC WITHIN ONE (1) YEAR AFTER THE DATE THE CAUSE OF ACTION AROSE.

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O. EXHIBITS, ADDENDUMS, AND SCHEDULES. All Exhibits, Addendums, and Schedules described in this Agreement are attached hereto and for all purposes incorporated herein by reference, and will constitute part of the terms and conditions of this Agreement.

1. In the event that the terms and conditions of an Exhibit, Addendum, and/or Schedule is/are in conflict and/or inconsistent with the terms and conditions of this Agreement, the terms of the Exhibit, Addendum and/or Schedule will prevail.

2. The Exhibits, Addendums, and Schedules to this Agreement are as follows:

Exhibit	**Title**
1	Franchise Agreement Number(s) and Locations
2	Hardware Maintenance Agreement

Addendum	**Title**
A	Functional Specifications
B	PHOS Services
C	Pizza Hut Help Desk 3rd Level Specifications

Schedule	**Title**
1	PHOS Specifications and Services for New Franchisees
1A	PHOS Specifications and Services for New Pizza Hut Units of Existing Franchisees

P. MISCELLANEOUS TERMS.

1. Assignment. This Agreement will not be assigned by Franchisee without the prior, express written consent of PHCLLC, except, upon thirty (30) days prior written notice to PHCLLC, to a successor by purchase, merger, or consolidation. No permitted assignment will relieve the assignor of its obligations under this Agreement.

2. Confidentiality. All proprietary information disclosed by each other during performance of this Agreement, identified as proprietary, and not otherwise provided for in this Agreement, will be held in confidence and used only in performance of this Agreement. Each party will exercise the same standard of care to protect the other's proprietary data from unauthorized disclosures. There will be no restrictions of use on information disclosed by one party to the other party hereunder which information (i) is in the public domain as of the Effective Date or which later comes into the public domain from a source other than the receiving party, or (ii) comes to the receiving party from a bona fide third party source having the right to freely disclose such information to the receiving party without restrictions or obligations of confidentiality.

3. PCI DSS (Payment Card Industry Data Security Standards). Both parties acknowledge that they will maintain all applicable PCI DSS requirements, to the extent that they possess or otherwise store, process, or transmit a Franchisee's customer's credit card number (i.e. the unique payment card number that identifies the issuer and the particular cardholder account on such credit card) (the "Cardholder Data"), or to the extent that such Cardholder Data could be directly impacted by the PHCLLC's SUS/FMS Software platform.

4. Waiver. Any waiver by either party of any provision of this Agreement will not imply a subsequent waiver of that or any other provision.

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5. Notice. Any notice, request or protest required or permitted to be given under this Agreement must be in writing; must be delivered to the other party either personally or by a recognized overnight delivery service capable, through "signature capture" or otherwise, of documenting delivery or attempted delivery of the notice, or, by electronic mail with third party proof of delivery (including date and time); and, will be effective on the date that delivery either is effected or is documented to have been first attempted. We reserve the right to designate in our Brand Standards (as defined in the Franchise Agreement) a now or hereafter developed mode of electronic communication to facilitate our giving notices to each other, but only if the mode of communication we specify is capable of affording evidence of delivery or attempted delivery.

Notice to Franchisee: _____
_____
_____
Attn: _____

Notice to PHCLLC: Pizza Hut, LLC
7100 Corporate Drive
Plano, Texas 75024
Attn: Legal Department

Either party to this Agreement may, in writing, on ten days' notice, inform the other of a new or changed address or addressee(s) to which notices under this Agreement should be sent.

6. Entire Agreement. In relation to the subject matter hereunder, this Agreement, including the Exhibits, Addendums, and Schedules attached hereto and incorporated herein, embodies the entire contractual agreement of the parties and there is no other oral or written agreement or understanding between the parties at the time of execution hereunder. Further, this Agreement cannot be modified except by the written agreement of all parties hereto.

7. Survival. All of a party's rights and privileges, to the extent they are fairly attributable to events or conditions occurring or existing on or prior to the termination hereof, will survive the termination and be enforceable by the party and its successors and assigns.

8. Governing Law. THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ITS CONFLICT OF LAWS PRINCIPLE. ANY ACTION OR PROCEEDING BROUGHT BY EITHER PARTY HERETO WHICH IS BASED ON OR DERIVES FROM THIS AGREEMENT WILL BE BROUGHT IN A FEDERAL OR STATE COURT LOCATED IN COLLIN COUNTY, TEXAS. THE PAYMENT OBLIGATION OF THIS AGREEMENT IS PERFORMABLE IN COLLIN COUNTY, TEXAS.

9. Severability. If any provision(s) of this Agreement, or any portion(s) of any provision(s), are declared invalid, void or unenforceable for any reason, then PHCLLC will have the right to terminate this Agreement immediately, upon written notice to Franchisee. Notwithstanding the foregoing, all terms and conditions of this Agreement, and every portion of this Agreement is held to be invalid, void or unenforceable for any reason, the remainder of this Agreement will remain valid, enforceable, and binding on the parties to the fullest extent permitted by law, and such term or condition will be reformed to achieve as nearly as possible the same effect as the original term (and the remainder of the terms and conditions of this Agreement will remain in full force).

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10. Binding Effect. This Agreement will inure to the benefit of, and bind the parties hereto, including their proper successors and assigns.

11. Authority. Each party hereby warrants and represents that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

12. Section Headings. All section headings contained herein are for convenience or reference only and are not intended to define or limit the scope of any provision of this Agreement.

13. Expenses for Enforcement. In the event either party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing party will be entitled to recover from the other reasonable attorney's fees and court costs incurred in connection with such enforcement, including, but not limited to, collection agency fees, attorney litigation fees, suit fees, and costs of investigation and litigation.

14. Force Majeure.

a. Except as provided below, any delay in either party's performance of any duties under this Agreement, or any non-performance of such duties, that is not the fault of the non-performing party, is not reasonably foreseeable and is not within such party's reasonable control or attributable to such party's acts, errors or omissions (such delay, an event of "**Force Majeure**") – including, but not limited to, fire; floods; natural disasters; Acts of God; war; civil commotion; terrorist acts; any governmental act or regulation; any delays or defaults in deliveries by common carriers and/or postal services and/or overnight couriers; computer network outages; late deliveries or non-deliveries of goods or non-furnishing of services by third party suppliers; strikes; lockouts; and any other similar event beyond such party's control - will not constitute a breach or cause a default under this Agreement, provided, however, that such non-performing party will take all steps reasonably possible to mitigate damages caused by such failure or delay.

b. Notwithstanding the foregoing, if any such failure or delay continues for more than 90 days, PHCLLC will have the right at any time thereafter during the continuance of such failure or delay to terminate this Agreement upon 30 days advance written notice to Franchisee.

c. The foregoing shall not apply in any fashion, directly or indirectly, or excuse Franchisee in any fashion or at any time from Franchisee's obligation to pay PHCLLC and its affiliates all sums owed through the time of any aforementioned unavoidable delay or failure to perform.

d. Upon the occurrence of an event of Force Majeure, the party affected thereby shall give prompt notice to the other party, together with a description of the event; the anticipated duration of such party's inability to perform; and, a plan for restoring its ability to perform, which plan such party shall commence to undertake and complete at the earliest commercially reasonable time.

15. Misspellings. Misspelling of one or more words in this Agreement will not invalidate this Agreement. Such misspelled words will be read so as to have the meaning apparently intended by the parties.

16. Taxes. Any federal, state, or local excise, sales, use, or other tax, except income taxes, imposed on PHCLLC by virtue of this Agreement or the performance of any duty hereunder, or any such taxes so imposed on Franchisee, will be borne, by direct payment or by reimbursement,

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by Franchisee. Any payment by Franchisee under this Section will be in addition to the payments otherwise required under this Agreement.

17. Injunctive Relief. In addition to such other remedies as PHCLLC may have available, PHCLLC will have the right to injunctive relief. As regards the SUS/FMS Software, PHCLLC's remedies at law are inadequate.

ACCEPTED: "FRANCHISEE"	**ACCEPTED: "PHCLLC"**
By: _____	_____
(Signature and Title)	(Signature and Title)
Date: _____	Date: _____

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Exhibit 1

FRANCHISE AGREEMENT # _____ AND LOCATIONS

Franchise Locations

SEE ATTACHED SCHEDULE 1 or 1-A as applicable

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Addendum A

FUNCTIONAL SPECIFICATIONS

A. UNIT SUS/FMS SOFTWARE. The following are the general functional specifications for the Pizza Hut Unit SUS/FMS Software. Detailed functionality is contained in the Technology Brands Standards PHCLLC will keep up-to-date. In the event of any conflict between this Addendum and the Technology Brand Standards, the Technology Brand Standards shall prevail. PHCLLC will provide and support such software functionality for two (2) years from the time of acceptance of the SUS/FMS Software for a Pizza Hut Unit(s); provided, however, the foregoing applies only to new installations of the then-current release of the SUS/FMS Software. Acquisition of Pizza Hut Unit(s) operating on old releases, whether from PHCLLC or Franchisee, are explicitly excluded.

1. PHOS Functional Specifications.

a. Complete precheck ORDER PROCESSING for dine-in, carryout, delivery, window/counter, and drive through.

b. Flexible pricing and promotion support.

c. Taxation by occasion, product class or bracketed tax.

d. Automated cash out with cash control reporting.

e. Multiple payment types.

f. Future and timed orders.

g. Hourly revenue reports

h. Automated delivery order grouping and dispatching for delivery orders.

i. Tracking and reporting of Delivery Driver Reimbursements.

j. Delivery customer database.

k. Delivery customized couponing based on buying patterns.

l. Delivery trade area database and reporting features.

m. Backup and recovery; automated.

n. Sales analysis and product mix reporting – SUS

o. Tracking and reporting of coupon redemptions – SUS

2. Back of House Specifications.

a. Pizza forecasting by type and size based on historical sales.

b. Product preparation plan.

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c. Inventory management system.

d. Tracking and reporting of ideal usages.

e. Product cost analysis reporting.

f. Automated time keeping.

B. <u>SUPPORT SUS/FMS SOFTWARE</u>. The following are the general, central administration functional specifications for the Support SUS/FMS Software which resides at a Franchisee office location for supporting one or more SUS/FMS systems. Detailed functionality is contained in the Technology Brand Standards referenced in the relevant Schedule 1. PHCLLC will provide and support such software functionality. Decisions to no longer support will be made in writing ninety (90) days in advance.

1. Menu Management: maintenance of menus, prices, and recipes; provided, however, Franchisee understands the "Menu Management" will be replaced at a time determined solely by PHCLLC.

2. Downloading of menus, prices, and recipes to the Pizza Hut Unit.

Franchisee shall pay PHCLLC's or a third party service provider's, then current rates and charges for service calls determined to be caused by PHOS modified without PHCLLC's authorization, Approved Equipment fails due to improper use or operation, or if PHOS or Approved Equipment is used with another software or hardware and fails and such software and/or hardware is determined to be the cause of the failure.

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Addendum B

PHOS SERVICES

The following support services must be obtained for each PHOS, unless otherwise noted below. Each service, as specified below, is to be provided by either PHCLLC, a third-party vendor contracted by PHCLLC, Franchisee, or a third-party vendor contracted by Franchisee ("**Service Provider**").

A. INSTALLATION SERVICE.

1. Pre-Installation Market Survey. Service Provider personnel will go to the Franchisee's market, tour the Pizza Hut Unit(s) where PHOS is planned to be installed, discuss installation requirements with Franchisee personnel for each Pizza Hut Unit visited, and recommend an Approved Equipment configuration based on the specifics of the Pizza Hut Unit.

Service Provider: PHCLLC, Franchisee, or third-party vendor contracted by either PHCLLC or Franchisee. Required for each market survey.

2. PHOS Packaging Coordination. PHCLLC will arrange for a Service Provider to manage all PHOS packaging activities, including procuring and assembling of all components, initial loading of application and operating system software, and testing of the packaged components. The assembled PHOS is then shipped to the appropriate Pizza Hut Unit or Franchisee office location.

Service Provider: Third-party vendor contract by PHCLLC. Required for each SUS/FMS.

3. Pre-Installation Coordination. Service Provider personnel will coordinate the Pre-Installation Activities for electrical wiring, cabling, and, if necessary, counter modifications.

Service Provider: PHCLLC, Franchisee, or certified/approved third-party vendor contracted by either PHCLLC or Franchisee. Optional at Franchisee's discretion for each PHOS.

4. Pre-Installation Activities. Service Provider personnel will complete the activities in preparation for the installation of the Approved Equipment. Electrical wiring and cabling is required per the Site Environmental Specifications and the Technology Brand Standards. Counter modifications are optional based on each Pizza Hut Unit's requirements.

The costs of Pre-Installation Activities will vary by PHOS configuration, Pizza Hut Unit's physical layout, and local market fees. These costs are not included under this Agreement, and Franchisee assumes direct financial reasonability for these services.

Service Provider: Franchisee or third-party vendor contracted by either PHCLLC or Franchisee. Required for each PHOS, except for counter modifications as noted above.

5. Approved Equipment Installation. PHCLLC will arrange for a Service Provider to install the Approved Equipment.

Service Provider: Third-party vendor contracted by PHCLLC. Required for each SUS/FMS.

B. MENU SET UP AND MAINTENANCE.

1. Initial Menu Set Up. Service Provider personnel will set up Franchisee's menu, prices, and recipes for downloading and will download the menu to the appropriate PHOS as directed

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by Franchisee. The menu specifications will be provided by Franchisee via a printed menu for the appropriate Pizza Hut Unit(s). Service Provider personnel will make the appropriate adjustments so the menu, product specifications, and prices are accurate and consistent with the printed menu.

Service Provider: PHCLLC or Franchisee. Required for each PHOS.

2. Ongoing Menu Maintenance. Service Provider personnel will maintain Franchisee's menu, prices, and recipes and download the menu to the appropriate PHOS up to once per PHCLLC accounting period as directed by Franchisee. The menu maintenance service will provide updates for products, recipes, prices, and promotions as required to keep current with company and Franchisee menu and promotional offerings. Service Provider personnel will make the appropriate adjustments so the menu, product specifications, and prices are accurate and consistent with the printed menu.

Franchisee understands and acknowledges the menu management group cannot set up non-standard product without formal approval of the restaurant concept management. Additionally, the Franchisee understands and acknowledges the prices indicated in Schedule 1 and 1A are for PHLLC menus only. All other restaurant concepts will be quoted prices as requested in writing.

Service Provider: PHCLLC or Franchisee. Required to each PHOS.

C. SERVICE MANAGEMENT.

1. Help Desk Support. PHCLLC will provide Help Desk Support via a 1-800 number 19 hours per day (from 7:00 a.m. to 2:00 a.m., Central Time), and 7 days per week, except for PHCLLC approved holidays (currently Christmas Day and Thanksgiving Day) Help Desk Support personnel will coordinate the resolution of all problems related to SUS/FMS Software and approved hardware, and will keep personnel at the Pizza Hut Unit informed as to the status of the reported problem. The current targets that PHCLLC has with the Service Provider for company operated PIZZA HUT restaurants are as follows:

a. To resolve 100% of Priority 1 problems (severe ORDER PROCESSING impairment) within 5 hours;

b. To resolve 90% of Priority 2 problems (unable to perform one or more PHOS functions other than ORDER PROCESSING) within 12 hours, with a maximum resolution time of fourteen (14) days; and

Service Provider: PHCLLC. Required for each PHOS, unless Franchisee has obtained written permission from PHCLLC to provide their own 1st and 2nd level software support and self maintenance of hardware. A requirement to obtaining this written permission will be that Franchisee schedule and receive the necessary training from PHCLLC to execute said support.

c. It is PHCLLC's objective to provide an equitable cost structure for Help Desk support usage. To achieve this objective, PHCLLC has implemented a pricing structure for Help Desk support, as described in Schedules 1 and 1-A, in order to achieve an equitable recovery of costs based on Help Desk Support usage. PHCLLC reserves the right to (i) establish a minimum base on call levels, (ii) increase fees if call levels exceed 1 ½ - 2 times national average because of user errors, unapproved changes to operating system or general building disrepair, or (iii) make other changes to the pricing structure for Help Desk support intended to achieve a more equitable recovery of costs based on Help Desk Support usage. Any such changes to the Help Desk pricing structure will be effective no earlier than ninety (90) days following written notice to Franchisee and direct

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discussions with the IPHFHA-Appointed Technology Governance Committee to explain the updated pricing structure.

2. Approved Equipment Service. Service Provider personnel will service and maintain Approved Equipment at the Pizza Hut Unit or Franchisee office location when contacted by PHCLLC Help Desk personnel. PHCLLC Help Desk personnel will contact the Service Provider once it is determined that on-site support is required to resolve the problem. Service levels are subject to contract renewals.

Service Provider: Third-party vendor contracted by PHCLLC. Required for each SUS/FMS, unless Franchisee has obtained written permission from PHCLLC to provide self maintenance of hardware. A requirement to obtaining this written permission will be that Franchisee schedule and receive the necessary training from PHCLLC to execute said support and signed a self maintenance agreement with the hardware provider.

The specifics in this Section are targets only, not guarantees, and are subject to changes PHCLLC negotiates with the Service Provider for company operated Pizza Hut restaurants. The level of service, however, will be the same as that provided to company operated Pizza Hut restaurants which are similar to Franchisee's Pizza Hut Units.

D. BASE SUPPORT SOFTWARE MAINTENANCE.

1. Base Support. PHCLLC will provide a base level of support to maintain the existing application and to develop enhancements to keep the PHOS application current with the demands of the PHCLLC and franchise community Pizza Hut restaurant business. PHCLLC generally, but not always, plans upgrades to the SUS/FMS Software (a new SUS/FMS Software release) every six (6) to nine (9) months. Supported sites must keep current or no support will be provided. Software must be accepted within thirty (30) days of release. Release is contingent upon successful testing/certification in both company and franchise units.

a. Application Maintenance. PHCLLC will attempt to resolve problems in the SUS/FMS Software that make PHOS inoperable or impede the Pizza Hut Unit's ability to take orders, price orders, dispatch orders, or cash out orders on a priority basis. The priority for resolving such problems will be the same as for company units. Once the SUS/FMS Software problems are resolved, the resolution will be tested in both company and some franchise PIZZA HUT restaurants and then downloaded to all affected Franchisee Pizza Hut Units.

As for SUS/FMS Software problems that cause inconveniences to the Pizza Hut Unit(s) but do not impede the mainstream operation, PHCLLC will attempt to resolve such problems and download the resolution within PHCLLC's next scheduled SUS/FMS Software release.

b. PHCLLC Application Enhancements. PHCLLC will provide Franchisee with the current SUS/FMS Software application enhancements as defined by PHCLLC for company units. These enhancements will be developed per PHCLLC specifications, tested in company units and franchise units, downloaded to company units and franchise units in a packaged release, and then downloaded to the Pizza Hut Unit(s).

Service Provider: PHCLLC. Required for each PHOS.

2. Franchise Application Enhancements. PHCLLC will provide Franchisee with two options to have franchisee-specific SUS/FMS Software functionality developed and included within either the Base Franchisee Release or the "Revised Franchisee Release" (as defined in subpart "b"

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below). These franchisee-specific enhancements will be related, natural developments from the currently existing SUS/FMS Software but otherwise will be defined and prioritized by the Technology Governance Committee, and PHCLLC will allocate personnel of the same skill level for such franchisee-specific enhancements as used for PHCLLC enhancements; provided, however, PHCLLC may use outside contractors as it deems appropriate rather than "in-house" personnel.

a. If PHCLLC in its sole discretion determines the requested enhancements fit within the current PHCLLC plans for PHOS and determines it can develop, test, and implement the enhancements within the time frame specified by the IPHFHA-Appointed Technology Governance Committee, then the enhancements will be developed at no charge to the IPHFHA-Appointed Technology Governance Committee or Franchisee.

b. If PHCLLC in its sole discretion determines the requested enhancements do not fit within the current PHCLLC plans for PHOS and/or determines it cannot develop, test, and implement the enhancements within the time frame specified by the IPHFHA-Appointed Technology Governance Committee, then PHLLC will attempt to develop the enhancements at cost with the cost to be paid by the IPHFHA-Appointed Technology Governance Committee. PHLLC has the right to either develop the enhancements using their own personnel or to contract the work with PHCLLC selected vendors. PHCLLC will provide a fixed bid for the development, testing, and implementation of the enhancements and upon acceptance by the IPHFHA-Appointed Technology Governance Committee, will manage the development process per agreed upon specifications.

Service Provider: PHCLLC or third-party vendor contracted by PHCLLC. Cost per contractual bid.

E. TRAINING.

1. New Owner. Training for non-prior SUS organizations will be provided on site. Franchisee will incur travel costs for PHCLLC personnel.

2. On-Site Training. Group Training will be conducted in one unit and will last no longer than three (3) days. Training will be provided at times mutually agreeable.

Service Provider: PHCLLC or Franchisee. Optional at Franchisee's discretion for each PHOS.

3. For any Franchisee who receives written permission from PHCLLC to provide their own 1st and 2nd level software support and self-maintenance of hardware, the Franchisee must receive the necessary training from PHCLLC to execute said support. PHCLLC agrees to provide the necessary training and documentation at one of the PHCLLC and/or its affiliate corporate facilities. This training will be modeled after the PHCLLC 1st and 2nd Level Restaurant help desks and will meet the requirements necessary for employment on those help desks. This training will last no more than 5 days with a maximum of 5 people per session. The Franchisee agrees to pay all travel and lodging expenses as well as the cost to PHCLLC for said training not to exceed $1,500 per week. Follow up training will be provided at the Franchisee's request at the same rate.

F. GOVERNANCE COMMITTEE MEETINGS. PHCLLC will facilitate periodic, but not less than semiannual, Technology Governance Committee meetings to communicate to the IPHFHA-Appointed Technology Governance Committee current SUS/FMS Software enhancements and to provide the IPHFHA-Appointed Technology Governance Committee with the opportunity to present a slate of enhancements. The process for incorporating application enhancements is defined in the SOFTWARE MAINTENANCE section above.

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Service Provider: The organization and execution of the meeting will be facilitated by PHCLLC. Out-of-pocket travel expenses will be incurred by the IPHFHA-Appointed Technology Governance Committee.

G. TAX RATES. PHCLLC agrees to deliver via remote download any taxation changes as required by Federal, State, County or Local Law. The responsibility of notification, accuracy and adherence to the law solely rests with the Franchisee. PHCLLC assumes no liability for wrong tax rates, miscalculations, non variations to laws currently not handled by the current software, and does not provide tax advice. PHCLLC only agrees to be the change agent on behalf of the individual Franchisee.

Notification of changes must be made in writing, to PHCLLC. Required data includes, but is not limited to:

Unit numbers for change
Total Tax Rate
Tax by occasion if needed
Tax by Service Provider (i.e. Delivery Service Charges).

Request must be received ten (10) business days before effective date to ensure download. PHCLLC will be held harmless for any intentional/non-intentional acts causing delays. Franchisee can request access to maintain tax tables on a local basis with written notice.

Service Provider: PHCLLC

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Addendum C

Pizza Hut Help Desk
3rd Level Support Services

The purpose of this Addendum C is to define roles and responsibilities of the Pizza Hut Help Desk (PHHD) and the franchisee when a franchisee chooses to provide their own 1st and 2nd level support.

Definitions

1st Level Support – The initial point of contact for troubleshooting issues related to the operations and maintenance of the back of house systems, POS hardware and software and all peripherals. Has the ability to utilize training and knowledge content to diagnose and resolve basic/documented issues.

2nd Level Support – The escalation point for issues that are beyond the knowledge or authority of 1st level support. Has a more in-depth working knowledge of system components and software. Ability to apply more advanced troubleshooting tools and techniques to diagnose and resolve more complex or previously undocumented issues.

3rd Level Support – The escalation point for issues beyond the knowledge of 2nd level support. Subject matter experts in all aspects of hardware/software with the experience and ability to utilize advanced troubleshooting tools and techniques to diagnose, develop resolution or a work around to restore the system to working order.

Responsibilities

Franchisee agrees to:

- Attend initial training provided by the help desk and to create and maintain a well trained staff with the ability to perform the duties required of 1st and 2nd level support.
- Ensure that hardware and software remain in good working order.
- Provide points of contact for the PHHD to utilize when communications to the Franchisee support group is necessary.
- Provide access to Franchisee case data for chronic site research.

The Pizza Hut Help Desk agrees to:

- Provide a knowledgeable, well trained and courteous staff that can provide 3rd level support to Franchisee and their support staff.
- Provide network access to and maintain up to date knowledge documents that Franchisee and their support staff can utilize.
- Assistance in resolving escalated cases with resolution procedures provided once completed.
- Provide a mechanism to facilitate escalations and bi-directional communication regarding escalated cases and chronic research. (i.e. phone or email)

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- Organizational Configuration Requests
- Escalation point to QA and Development regarding software bugs.
- National software release follow-up.
- Franchisee lab systems kept current on national software releases.
- Regularly scheduled case review meetings with Franchisee key contacts. Timing will be determined on an individual franchisee basis.

Hours of Operations

The Pizza Hut Help Desk will have 3rd level staff onsite in the support center and available for escalations during normal business hours. Monday – Thursday 8:00am – 5:00pm est and Friday 8:00am-1:00pm est. Phone Number - 888.777.2499, option 8. Please use the Help Desk Express Portal to submit non-P1 cases.

The 3rd level team will also be available for escalations of severity 1 issues during the Pizza Hut Help Desk's business hours. Sunday – Saturday 8:00am – 3:00am est. This excludes Christmas Day. To page 3rd level for a P1 issue please call the help desk at 1-800-835-3379 and request a 3rd level page for a self-support franchise.

- Severity 1 is defined as:
  - 50% or more of front counter terminals Inoperable.
  - 50% or more of drive through cashier terminals Inoperable.
  - BOH PC is down or QSR CPU/kitchen display system is down
  - All kitchen monitors located in one or more of the following areas Inoperable:
    - Front counter pack line, Make Table, Cut Table, WingStreet Station or expediter, DT, Multi-brand mini-line, or delivery.
  - 50% or more of receipt printers Inoperable.
  - Above store communication with restaurant through the network or external modem Inoperable.

Service Level Agreements

PHHD will acknowledge receipt of an issue escalated via email within 1 hour of receiving that email during normal business hours or within first hour of the next business day.

Phone calls will be answered in the order they are received with the ability to leave a message for non-critical issues.

PHHD will work to resolve Severity 1 issues within 5 hours and Severity 2 issues within 48 hours.

PHHD will provide daily case reports that will reflect current status of all open escalated cases.

Fee Structure

PHHD will provide 3rd level support as well as Development and QA support services to franchisees for the first 12 months of implementing this program.

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SCHEDULE 1

PHOS SPECIFICATIONS AND SERVICES FOR NEW FRANCHISEES

A. GENERAL INFORMATION. A separate Schedule 1 must be executed per Pizza Hut Unit or Franchisee office location.

FRANCHISEE GROUP:

FRANCHISEE GROUP LOCATION:

BILLING ADDRESS:

FRANCHISE CONTACT:

CONTACT PHONE NUMBER:

Pizza Hut Unit where Unit PHOS Software, or Franchisee office location where Support PHOS Software, is to be installed.

UNIT NUMBER:
UNIT TYPE:
STREET:
CITY, STATE, ZIP:
COUNTY:
F/A#:
TELEPHONE NUMBER:
INSTALLATION DATE:

PHCLLC will provide and support such software functionality. Decisions to no longer support PHOS will be made in writing. Support will continue for at least one year or longer as needed and determined by PHCLLC and its affiliate(s).

B. TECHNICAL SPECIFICATIONS. Refer to the Technology Brand Standards.

C. NON-PHOS SOFTWARE.

1. Operating System Specification. Linux is the operating system software used within PHOS. PHCLLC only supports SuSe Linux.

a. SuSe Linux SLED 10 or Ubuntu Available for all PHCLLC and/or its affiliate support platforms.

b. Required upgrades are needed from time to time. Bulk contracts will be negotiated for both company & franchise units. Costs will be equally prorated to all units supported.

2. Other Software. Based upon volume, frequency and timelines, PHCLLC and/or its affiliate will provide the ability for software updates from a central location utilizing open SSH. This is not to be confused with EOD polling functions.

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D. FUNCTIONAL SPECIFICATIONS.

1. Unit PHOS Software. PHOS Functional Specifications and Support will be as set forth and updated in the Technology Brand Standards.

(1) Complete precheck ORDER PROCESSING for dine-in, carryout, delivery, window/counter, and drive through.

(2) Flexible pricing and promotion support.

(3) Taxation by occasion, product class and bracketed tax.

(4) Automated cash out with cash control reporting.

(5) Multiple payment types.

(6) Future and timed orders.

(7) Hourly revenue reports.

(8) Automated delivery order grouping and dispatching for delivery orders.

(9) Tracking and reporting of Delivery Driver Reimbursements.

(10) Delivery customer database.

(11) Delivery customized couponing based on buying patterns.

(12) Delivery trade area database and reporting features.

(13) Backup and recovery; automated.

(14) Sales analysis and product mix reporting.

(15) Tracking and reporting of coupon redemptions.

(16) Integration with PHCLLC online ordering system

(17) Integration with tokenized credit card readers

(18) Europay, Mastercard and Visa (EMV) capable credit card readers

2. Restaurant Management Functional Specifications.

(1) Pizza forecasting by type and size based on historical sales.

(2) Product preparation plan.

(3) Inventory management system.

(4) Tracking and reporting of ideal usage.

(5) Product cost analysis reporting.

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(6) Automated timekeeping.

Support PHOS Software

a. Menu Management: Maintenance of menus, prices, and recipes; provided, however, Franchisee understands the "Menu Management" will be replaced at a time determined solely by PHCLLC.

b. Downloading of menus, prices, and recipes to the Pizza Hut Unit.

c. A sales analysis.

d. File records for guest checks, cash, timekeeping and delivery customer records.

E. ELECTION OF UNIT PHOS SOFTWARE SERVICES.

The Support Fees for 2025 were set in consultation with IPHFHA pursuant to that certain Technology Framework Agreement between PHLLC and IPHFHA and other parties dated effective as of December 27, 2022. Franchisee acknowledges that the Technology Framework Agreement contemplates future increases to the Support Fees in accordance with PHCLLC's rights under this Agreement and as communicated to the Pizza Hut system. The 2025 Support Fees are as follows:

2025 SUPPORT FEES (Effective as of January 1, 2025):

Description	Annual Fee
SUS Fee (Mandatory)	$2,950 per Pizza Hut Unit. The SUS Fee includes 52 Events* per year (the "**Included Events**"). After the Included Events are exhausted, Franchisee will be charged $12.00 for each phone call Event in excess of their Included Events and will pay $7.00 for all other Events (e.g., chats) in excess of their Included Events.

***** Each Pizza Hut Unit will be allocated its own number of Events; however, Franchisee may pool together all of its individual Pizza Hut Unit's Events. Interactions with the Help Desk related to (1) a system-wide issue that occurs simultaneously across the system (such as an outage), (2) an issue (x) caused by PHLLC (other than by way of the selection of a particular vendor or technology), its affiliate, or a vendor selected solely by PHLLC and (y) to which the applicable franchisee has not contributed to with its own gross negligence, recklessness or willful misconduct, (3) technology implemented at a Pizza Hut Unit within the past 2 months, or (4) any interactions within three months of a new Pizza Hut Unit opening will not count as Events. For purposes of clarity, PHLLC's selection of a particular vendor or technology shall not be deemed on its own to constitute a system-wide issue or an issue caused by PHLLC or its affiliates; rather, the determination of whether an interaction with the Help Desk constitutes an Event will turn on whether it is a system-wide issue or was caused by PHLLC or its affiliate, not taking into consideration PHLLC's selection of the vendor or technology. The involvement or engagement of a vendor selected solely by Pizza Hut, however, shall also be no basis on its own for PHLLC to argue against the application of an exclusion under this paragraph. If multiple calls, chat sessions or portal submissions are required by a Pizza Hut Unit for the same issue, all of those contacts will count as one Event.

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Miscellaneous Fees (for services requested by Franchisee, if and to the extent applicable)*:

Pre-Installation Market Survey	$1,500.00
Pre-Installation Coordination	$200.00
Initial Menu Set Up (PH approved products)	$500.00
On-Site Training (plus actual expenses)	$1,500.00

*Miscellaneous fees calculated on a per franchise group basis.

Services received from a vendor will be billed by the vendor and paid for by Franchisee.

ACCEPTED: "FRANCHISEE"

By: _____
(Signature and Title)
Date: _____

ACCEPTED: "PHCLLC"

_____
(Signature and Title)
Date: _____

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Schedule 1-A

PHOS SPECIFICATIONS AND SERVICES FOR NEW PIZZA HUT UNITS OF EXISTING FRANCHISEES

A. GENERAL INFORMATION.

FRANCHISEE GROUP:

FRANCHISEE GROUP LOCATION:

BILLING ADDRESS:

FRANCHISE CONTACT:

CONTACT PHONE NUMBER:

B. **LOCATIONS.** PIZZA HUT UNITS WHERE UNIT SUS/FMS SOFTWARE IS INSTALLED AND APPROXIMATE DATE OF INSTALLATION:

UNIT NUMBER:
UNIT TYPE:
STREET:
CITY, STATE, ZIP:
COUNTY:
F/A#:
TELEPHONE NUMBER:
INSTALLATION DATE: ____/____/____

FRANCHISEE OFFICE LOCATION WHERE SUPPORT SUS/FMS SOFTWARE IS INSTALLED AND APPROXIMATE DATE OF INSTALLATION:

OFFICE ADDRESS	INSTALL DATE

C. ELECTION OF UNIT SUS/FMS SOFTWARE SERVICES. The Support Fees for 2025 were set in consultation with IPHFHA pursuant to that certain Technology Framework Agreement between PHLLC and IPHFHA and other parties dated effective as of December 27, 2022. Franchisee acknowledges that the Technology Framework Agreement contemplates future increases to the Support Fees in accordance with PHCLLC's rights under this Agreement and as communicated to the Pizza Hut system. The 2025 Support Fees are as follows:

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2025 SUPPORT FEES (Effective as of January 1, 2025):

Description	Annual Fee
SUS Fee (Mandatory)	$2,950 per Pizza Hut Unit. The SUS Fee includes 52 Events* per year (the "**Included Events**"). After the Included Events are exhausted, Franchisee will be charged $12.00 for each phone call Event in excess of their Included Events and will pay $7.00 for all other Events (e.g., chats) in excess of their Included Events.

***** Each Pizza Hut Unit will be allocated its own number of Events; however, Franchisee may pool together all of its individual Pizza Hut Unit's Events. Interactions with the Help Desk related to (1) a system-wide issue that occurs simultaneously across the system (such as an outage), (2) an issue (x) caused by PHLLC (other than by way of the selection of a particular vendor or technology), its affiliate, or a vendor selected solely by PHLLC and (y) to which the applicable franchisee has not contributed to with its own gross negligence, recklessness or willful misconduct, (3) technology implemented at a Pizza Hut Unit within the past 2 months, or (4) any interactions within three months of a new Pizza Hut Unit opening will not count as Events. For purposes of clarity, PHLLC's selection of a particular vendor or technology shall not be deemed on its own to constitute a system-wide issue or an issue caused by PHLLC or its affiliates; rather, the determination of whether an interaction with the Help Desk constitutes an Event will turn on whether it is a system-wide issue or was caused by PHLLC or its affiliate, not taking into consideration PHLLC's selection of the vendor or technology. The involvement or engagement of a vendor selected solely by Pizza Hut, however, shall also be no basis on its own for PHLLC to argue against the application of an exclusion under this paragraph. If multiple calls, chat sessions or portal submissions are required by a Pizza Hut Unit for the same issue, all of those contacts will count as one Event.

Miscellaneous Fees (for services requested by Franchisee)*:

Pre-Installation Market Survey	$1,500.00
Pre-Installation Coordination	$200.00
Initial Menu Set Up (PH approved products)	$500.00
On-Site Training (plus actual expenses)	$1,500.00

*Miscellaneous fees calculated on a per franchise group basis.

Services received from a vendor will be billed by the vendor and paid for by Franchisee.

D. SUPPORT COMMITMENT. The current equipment configuration at each Pizza Hut Unit and Franchisee office location listed above will be supported for a minimum of three (3) years from the time of the respective "Install Date".

Upon mutual execution of this Schedule 1-A and this Agreement, dated _____20__, into which this Schedule 1-A is incorporated, all prior PHOS license agreements previously executed between the parties hereto for the above listed locations are terminated and superseded by the PHOS Master License And Support Agreement.

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ACCEPTED: "FRANCHISEE"

By: _____
(Signature and Title)
Date: _____

ACCEPTED: "PHCLLC"

_____
(Signature and Title)
Date: _____

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APPENDIX L

QUIKORDER AMENDED AND RESTATED ONLINE ORDER AGREEMENT - FRANCHISEE ADOPTION AGREEMENT

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QUIKORDER

Amended and Restated Online Order Agreement – Franchisee Adoption

IMPORTANT NOTE:
QuikOrder has no obligation to provide any Services under your prior Agreement if you do not sign and return this Amended and Restated Online Order Agreement within 90 days of receipt. Please see Section 13.2.1 of this Agreement for further details.

I. HOW TO ENROLL

1. Fill out **all** the information requested below.
2. Attach list of participating restaurants with the information listed below
3. Mail restaurant listing and completed form with credit card number or check to:

QuikOrder, LLC
7100 Corporate Drive
Plano, Texas 75024

II. BILLING INFORMATION (PLEASE TYPE OR PRINT CLEARLY)

Company Name: **See attached Schedule 2**

Company Address

City State ZIP Code

Phone (_____) _____ Fax (_____) _____

IS Contact _____e-mail phone _____

Marketing Contact _____e-mail phone _____

Accounting Contact _____e-mail phone _____

Total number of restaurant locations initially participating in the Pizza Hut Digital System (below defined)_____.
Note: Additional restaurants may be added at any time during the Term, but restaurants can only be removed in the event of closure or sale.

Method of Payment: ❒ Visa ❒ Master Card ❒ AMEX ❒Check

III. QUIKORDER PROGRAM REQUIREMENTS, FEES AND AGREEMENT

Additional terms of the QuikOrder service are contained in the Amended and Restated Online Order Agreement ("Agreement") between Franchisee and National Systems, LLC, an affiliate of QuikOrder.

Each participating restaurant location *must meet or exceed* the minimum requirements described in Article 4 of the Agreement.

QuikOrder charges a one-time set-up fee or transfer fee per restaurant for joining the service. Franchisee will be charged base services transaction fees and bundled transaction fees, as specifically set forth in Article 6 of the Agreement.

IV. APPROVAL

Name of Company **See attached Schedule 2**

Name of Company Official

Signature of Company Official _____ _____

Date _____/_____/_____

BY SIGNING THE ABOVE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO, THE TERMS AND CONDITIONS CONTAINED IN THE AGREEMENT ATTACHED HERETO. YOU UNDERSTAND THAT QUIKORDER, LLC, HAS LIMITED LIABILITY AS INDICATED IN THE AGREEMENT.

QuikOrder, LLC
7100 Corporate Drive, Plano, Texas 75024

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Amended and Restated Online Order Agreement – Franchisee Adoption (Store Listing)

Please prepare a listing of all participating restaurant locations (preferably in Microsoft Excel) with the following information for each restaurant location. QuikOrder agrees to treat all information regarding your restaurants, including the information below, as "Confidential Information" (as described in Article 12 of the Agreement) and that such Confidential Information is controlled and owned solely by you.

1. Restaurant common name (description)
2. Corporate Assigned 6 digit Restaurant number
3. Company (your) Restaurant number
4. Restaurant Address
5. Restaurant City, State Zip
6. Restaurant Time zone
7. Firewall Type
8. IP Address
9. Primary Modem Number
10. Backup Modem Number
11. Backup Modem access codes (if any)
12. Restaurant Voice Phone number
13. Restaurant Admin Number
14. Restaurant manager (name)
15. Restaurant e-mail address
16. Brand of Point of Sale Store System
17. Model and Software Version of Point of Sale Store System

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Amended and Restated Online Order Agreement for Pizza Hut Franchisees

A. This Online Order Agreement for Pizza Hut Franchisees (the "Agreement") contains additional terms and conditions binding upon National Systems, LLC ("National Systems") and its affiliate, QuikOrder, LLC ("QuikOrder," and together with National Systems, the "Supplier") and the franchisee designated as the "Company" on Schedule 1 that is a part of this Agreement (the "Franchisee") with regard to the provision of Services (below defined) by Supplier to Franchisee. National Systems and QuikOrder are both wholly owned by Pizza Hut Connect, LLC ("PHC LLC"), an affiliate of PHI (defined below).

B. By signing this Agreement, Franchisee adopts the terms and conditions set forth under the (i) Amended and Restated Information Technology Master Services Agreement dated January 1, 2016, by and between Pizza Hut, LLC, f/k/a Pizza Hut, Inc. ("PHI" or "PHLLC"), and National Systems, f/k/a National Systems Corporation ("Amended and Restated MSA") and the (ii) Amended and Restated Statement of Work dated January 1, 2016, by and between Pizza Hut, LLC and National Systems, f/k/a National Systems Corporation (collectively referred to herein as the "Amended and Restated SOW"). The Amended and Restated MSA and the Amended and Restated SOW are collectively referred to herein as the "PH Master Agreements").

C. This Franchisee Agreement is subject to and incorporates by reference the provisions of the PH Master Agreements. All capitalized terms not defined in this Franchisee Agreement have the meaning given to such terms in the PH Master Agreements.

D. In the event of a conflict between the terms and conditions of the PH Master Agreements and this Franchisee Agreement, the PH Master Agreements governs and controls in all respects.

TERM OF ENGAGEMENT:

Effective Date: Upon Franchisee's date of signature
Expiration Date: As set forth in Section 13.1 of this Agreement.

QUIKORDER APPLICATION AND TECHNOLOGY:

Supplier represents and warrants that the features and functionality to be provided to Franchisee under this Agreement will be provided through QuikOrder, which is an affiliate of National Systems. Supplier shall obtain from QuikOrder, and shall maintain throughout the Term of this Agreement, all permissions, rights, licenses, service level agreements, warranties, and commitments necessary for Supplier to provide the features, functionality, services and technology to Franchisee in accordance with the terms of this Agreement. Further, Supplier shall be solely responsible for all fees and payments owed to QuikOrder for such permissions, rights, licenses, service level agreements, warranties, and commitments.

ARTICLE 1 – DEFINITIONS

1.1 "Affiliate" means a company controlling, controlled by, or under common control with an entity due to ownership or common ownership interests.

1.2 "APIs" means the application program interfaces created and maintained by Supplier that facilitate third-party integrations to the Pizza Hut Digital System.

1.3 "Base Services Transaction Fees" means the fee per Order that Supplier will charge PH Digico LLC, as further set forth in Section 6.1.1 below.

1.4 "Bundled Transaction Fees" means those fees charged to Pizza Hut of America, LLC and Company by PH Digico LLC in connection with the design, procurement, development, provision, licensure, maintenance, or other use of digital technology and innovation, including all features and functionality required in connection with Pizza Hut Brand Standards, as further set forth in Section 6.1.2 below.

1.5 "Competitor" means any entity, or its Affiliate or franchisees, that is principally in the business of producing pizzas for dine-in, take-out or delivery.

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1.6 "Daily Availability Period" means the amount of time, stated in minutes, to the nearest whole minute, within a 24-hour period, starting at least 1 hour prior to the earliest opening time of a Franchisee Restaurant Location through the latest closing time of that Franchisee Restaurant Location. Reliability and accessibility of the Internet Order System shall be calculated based on 24-hour days and 365 day calendar years (except leap years, which will be 366 days) and weeks meaning the seven (7) consecutive day period starting Tuesday and continuing through Monday of the following calendar week. The Daily Availability Period shall exclude hours that occur during the Maintenance Window. With respect to Franchisee Restaurant Locations located in Hawaii, the Maintenance Windows shall run from 1:00am-7:00am Central Time Monday through Thursday. Supplier shall make commercially reasonable efforts not to allow standard maintenance to interfere with Hawaii Franchisee Restaurant Locations store hours.

1.7 "Downtime" means the time that the Services are not available that is not Scheduled Downtime.

1.8 "Fees" means all fees set forth in this Agreement.

1.9 "Franchisee Customer" means any customer ordering Pizza Hut Products from a Franchisee through the Pizza Hut Digital System.

1.10 "Franchisee Database" means a database created and maintained by Franchisee containing information pertaining to Franchisee Customers.

1.11 "Franchisee Restaurant Location(s)" means any or all, as the context may so require, Franchisee owned and operated Pizza Hut restaurants and corresponding street address locations, which shall be subject to amendment and updating from time to time by Franchisee, subject to the requirements set forth herein.

1.12 "Full Deployment" means the time at which the Supplier has satisfied the terms of the statement of work with PHI governing the Phoenix Platform (the "Phoenix SOW") and transitioned all then-existing and participating members of the Pizza Hut System to the Phoenix Platform.

1.13 "Good Industry Practice" means the levels of accuracy, quality, care, prudence, completeness, timeliness, responsiveness, resource efficiency, productivity and proactive monitoring of service performance that are at least equal to the then-current accepted industry standards of first-tier providers of comparable third-party services in the region where the Services are being provided.

1.14 "Hosting Provider" means a company providing hosting services for the Internet Order System and the facilities in which the Internet Order System and the Redundant Systems are housed and maintained.

1.15 "Incident" means (i) any event that is not part of the standard operation of the Services and that causes an interruption to, or a reduction in the quality of, the Services; (ii) any event that causes an interruption to or a reduction of the availability of the Services, (iii) an error in functionality or performance of the Services where the results of the Services do not meet Acceptance Criteria or the requirements set forth in this Agreement; or (iv) any event that causes a Franchisee Customer to log a complaint.

1.16 "Intellectual Property Rights" means patent rights, trademark rights, trade secret rights, copyrights, know how, maskworks, moral rights, and other intellectual property rights recognized by various jurisdictions and the rights to prosecute, perfect, license, assign, hypothecate or enforce such rights.

1.17 "IPHFHA" means International Pizza Hut Franchisee Holder's Association.

1.18 "Internet Order System" means Supplier's turnkey, Internet-based food ordering system that is used to receive, price and transmit over the Internet or through a dial-up connection or by other means, orders placed by customers originating from a web browser over the Internet, wireless, phone, television or other web sources, to be filled by businesses that provide food carry-out or delivery services. Upon Full Deployment of the Phoenix Platform, the Internet Order System shall include the Phoenix Platform.

1.19 "Maintenance Window" means 1:00 a.m. to 7:00 a.m. every Monday, Tuesday, Wednesday and Thursday (Central Time Zone).

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1.20 "Order" means an order for Pizza Hut Products placed by a Franchisee Customer through the Pizza Hut Digital System that is successfully transmitted by Supplier and received by the appropriate Franchisee Restaurant Location pursuant to delivery trade area criteria of such Franchisee Restaurant Location.

1.21 "Parties" means Franchisee and Supplier.

1.22 "Period" means four (4) consecutive calendar weeks corresponding with the 4 week intervals of Pizza Hut LLC's established fiscal year.

1.23 "Personal Information" means a person's name, address, birth date, Social Security number, driver's license number or state-issued ID, financial/bank account number, credit or debit card number, or other personally identifiable information.

1.24 "PHI Customers" means any customer ordering Pizza Hut Products from PHI Restaurant Locations through the Pizza Hut Digital System.

1.25 "PHI Database" means a database created and maintained by PHI containing information pertaining to PHI Customers.

1.26 "PHI Marks" means all source identifiers used from time to time by Pizza Hut, LLC ("PHI") and Franchisee in connection with the offer and sale of Pizza Hut Products.

1.27 "PHI Restaurant Location(s)" means any or all, as the context may so require, PHI owned and operated Pizza Hut restaurants and corresponding street address locations which shall be subject to amendment and updating from time to time by PHI, subject to the requirements set forth herein.

1.28 "Pizza Hut Digital System" means the portion of the Internet Order System devoted exclusively to the Pizza Hut Products and services of PHI and/or any participating Franchisees for the exclusive use of PHI, Franchisees, and System Customers. For clarity, the Pizza Hut Digital System includes the Pizza Hut Web Site, the Pizza Hut Mobile App, the Stores Administration Portal, and the APIs.

1.29 "Pizza Hut Mobile App" means the portion of any mobile applications developed or maintained by Supplier, including, by way of example, software used on mobile devices and smartphones such as Android, iPhone, iPad, Blackberry, Windows and so forth, made available, directly or indirectly, by PHI that enable PHI Customers to order Pizza Hut Products from ~~PHI~~ Franchisee Restaurants through the Pizza Hut Digital System.

1.30 "Pizza Hut Products" means food, beverage, promotional items and other products approved by PHI for sale in System Restaurants, including without limitation products from other restaurants such as Taco Bell, KFC, or any other present or future restaurant concepts that also include a branded Pizza Hut business as a component of the restaurant.

1.31 "Pizza Hut System" means PHI and its Franchisees.

1.32 "Pizza Hut Web Site" means the web site identified by the domain name pizzahut.com and all elements contained therein and any other URL designators of PHI's choice so long as such URL designators are associated with Pizza Hut LLC's primary business. For clarity, the Pizza Hut Web Site includes all extensions thereof, including but not limited to Pizza Hut's mobile web site.

1.33 "Problem" means a condition identified from multiple Incidents exhibiting common symptoms or from a single significant Incident for which the cause is unknown.

1.34 "Real-time" means the standard, at least as high as maintained for companies with comparable assets and customer service levels as the Pizza Hut System, for the transmission and receipt of electronic customer ordering and order verification information utilizing Internet communication services, taking into account the level of responsiveness consistent with industry standards for food carry-out or delivery services that a user senses as sufficiently immediate to keep up with its real-world counterpart, and which takes into account factors relating to delays inherent in equipment and telecommunications systems such as the Internet, the packet switched mechanism

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of the Internet, the limitations of the customers' and carriers' systems being used, and other factors set forth in Section 10.4, but excluding a Service Deficiency, as set forth below.

1.35 "Redundant Systems" means systems having similar sets of hardware and application software, contained in hosting facilities that are at least 200 miles apart that provide redundancy in the event of failure of a critical component of the system.

1.36 "Resolve" or "Resolution" means (i) with respect to an Incident, the implementation or provision of a fix or a workaround that results in the Deliverables or Services conforming to and performing in accordance with this Agreement; and (ii) with respect to a Problem, implementation or provision of a permanent fix that prevents any further Incidents as a result of the Problem.

1.37 "Scheduled Downtime" means the scheduled and mutually agreed upon time to perform routine, non-emergency or emergency maintenance on hardware, software or related equipment. All Scheduled Downtime will be scheduled during the Maintenance Window.

1.38 "Service Deficiency" means, subject to terms and conditions set forth in Articles 3 and 4 herein and the limitations set forth in Section 10.4, anything that prevents, delays or impairs or otherwise adversely impacts (i) System Customers from placing orders through the Pizza Hut Digital System, or (ii) Supplier's collection, transmission and delivery of complete and accurate orders in Real-time to System Restaurants.

1.39 "Services" means those services set forth in Article 2, including order fulfillment, data processing and electronic commerce services and any other Services set forth in this Agreement, all of which are deemed Deliverables and also including the Pizza Hut Digital System, the Pizza Hut Web Site, the Internet Order Site, and the Site.

1.40 "Site" means the web-based platform developed by Supplier that consists of one or more Internet web pages devoted to the products and services of specific companies.

1.41 "Stores Administration Portal" means an administrative portal that allows members of the Pizza Hut System to provide and access information regarding menus, pricing, promotions and billing.

1.42 "SUS" means Single Unit System, the proprietary computer software application developed, owned and maintained by PHI for use in conjunction with accepting and filling orders for Pizza Hut Products.

1.43 "System Customers" means PHI Customers and/or Franchisee Customers, as the context requires.

1.44 "System Requirements" means hardware and software requirements that all participating Franchisee Restaurant Locations must meet or exceed in order to use Services.

1.45 "System Restaurants" means the PHI Restaurant Locations together with Franchisee Restaurant Locations.

1.46 "Term" means the Initial Term and any Renewal Term(s) as set forth in Section 13.1.

1.47 "Tokenization" means the process of replacing sensitive data such as credit card data with unique identification symbols (e.g., tokens) that retain all the essential information about the data without compromising its security.

ARTICLE 2 – INTERNET ORDER SYSTEM AND SERVICES

2.1 Internet Order System. Except as otherwise expressly provided in the PH Master Agreements, Supplier shall provide all components and services necessary to host, maintain and conduct the Pizza Hut Digital System, as more fully set forth in the PH Master Agreements. Supplier shall establish a presence on the Site tailored to the requirements of Franchisee, by devoting a web page or pages within the Site specifically for the exclusive use of Franchisee.

2.2 Menu Items, Prices.

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2.2.1 Posting of Menu Items and Prices. Subject to receipt of correct product promotion, description and pricing information from Franchisee as provided in Section 4.2, Supplier shall accurately post, or provide a way for Franchisee to post, on the Pizza Hut Web Site the price of Pizza Hut Products and any special menu offerings, promotions or coupons of Franchisee, as those items are provided to Supplier by Franchisee, and identify the appropriate Franchisee Customers to whom the Pizza Hut Products and special menu offerings, promotions or coupons are for sale to, based on correlating the appropriate Franchisee Customer to the designated Franchise Restaurant Location based on the street map database provided by Franchisee. To facilitate such posting, as of the Effective Date of this Agreement, Supplier has provided a Stores Administration Portal to Franchisees, and Supplier shall maintain and update the Stores Administration Portal throughout the Agreement Term. For avoidance of doubt, Franchisee shall be responsible for the accuracy of the information it posts via the Stores Administration Portal.

2.2.2 Notices. Supplier shall post on the Pizza Hut Web Site notices specified by Franchisee.

2.2.3 Estimated Times. Supplier will post notices relaying the estimated time of anticipated delivery or carry-out that is obtained from Franchisee prior to a Franchisee Customer placing an Order, subject to the mutual agreement of Franchisee and Supplier as to the method of obtaining the estimated time information during the customer ordering process. The Parties agree and understand that retrieval of an accurate estimated delivery time of an Order requires a continuous connection between Supplier and the Franchisee Restaurant Locations. In the event that a constant or broadband connection is not available, the estimated delivery time shall be presented to the Franchisee Customer after the Order is deposited in the Franchisee Restaurant Location at no additional charge other than the Fees set forth in Section 6.1.

2.2.4 Changes. Supplier shall, at no additional cost to Franchisee, accept, program, implement and post on a schedule to be determined by mutual agreement (i) any change in the price of Pizza Hut Products, (ii) any specials or changes in menu offerings, promotions or coupons (collectively, the "Offers") made by Franchisee, where such Offers involve Pizza Hut or WingStreet Products and offerings (e.g., not burgers), and (iii) any changesin notices, including updating the estimated time of anticipated delivery or carry-out that is obtained from Franchisee, subject to the ability of the Franchisee Restaurant Location's system and infrastructure to provide this information in a timely manner to Supplier. In addition, Supplier shall provide Franchisee a tool so that Franchisee may directly perform some of the tasks set forth in the preceding sentence. The undertaking and obligation of Supplier under this subsection 2.2.4 shall be limited to textual and graphic changes within the framework of the Site and shall not cover development work required to present additional page views and/or conditionalized messaging not presently encompassed in current Site operation. In the event that a continuous connection to the Internet is not available to the Franchisee Restaurant Location, any and all communications costs that may be related to the collection and or transfer of this information shall be the responsibility of Franchisee, and if incurred by Supplier shall be reimbursed by Franchisee on a cost per call plus 20% basis billable and payable every Period.

2.3 Participating Franchisee Restaurants. Franchisee agrees that all Franchisee Restaurant Locations shall participate in the Internet Order System and receive the Services. Supplier agrees to provide the Services described in this Agreement to Franchisee Restaurant Locations. Franchisee shall have the right to add Franchisee Restaurant Locations to the set of Franchisee Restaurant Locations that are receiving the Services, in accordance with the mechanism provided by this Agreement. Franchisee shall have the right to remove Franchisee Restaurant Locations from the set of Franchisee Restaurant Locations that are receiving the Services in accordance with the mechanism provided by this Agreement but only in the event of closure or sale of such facilities. Supplier agrees to provide a mechanism for Franchisee to implement in Real-time any such addition or removal of Franchisee Restaurant Locations to the Pizza Hut Digital System pursuant to receipt of notice from Franchisee. If a Franchisee Restaurant Location is removed from the Pizza Hut Digital System, Supplier agrees to immediately place a notice, in a form acceptable to Franchisee, on the Pizza Hut Digital System notifying a Franchisee Customer that the Franchisee Restaurant Location serving the Franchisee Customer's geographic area is not currently accepting on-line Internet ordering via Supplier and notifying the Franchisee Customer of an alternative method of ordering from the Franchisee Restaurant Location in the manner designated in writing by Franchisee and delivered to Supplier not less than five (5) days prior to the effective date of removal.

2.4 Orders, Transmission, Verification and Confirmation.

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2.4.1 Orders. The Pizza Hut Digital System shall accept, collect, categorize, sort and distribute in Real-time food delivery Orders received through the Pizza Hut Digital System from Franchisee Customers in accordance with the ordering, pricing and delivery specifications of Franchisee.

2.4.2 Transmission. The Pizza Hut Digital System shall electronically transmit and retransmit as necessary, via a protocol selected by Supplier in cooperation with PHI as part of the Internet Order System, accurate System Customer food orders to the correct System Restaurants based on criteria provided by Franchisee, for carry-out or delivery to the System Customer's location. Such transmission will relay for each Order, the System Customer's name, address, telephone number, order specifics, including price and other relevant details.

2.4.3 Verification. The Pizza Hut Digital System shall verify that the Order transmitted by the Pizza Hut Digital System has been received by the correct Franchisee Restaurant Location based on the street map database provided to Supplier by Franchisee.

2.4.4 Confirmation. The Pizza Hut Digital System shall send in Real-time a display confirmation and follow-up with an e-mail confirmation to each Franchisee Customer after the Pizza Hut Digital System has verified receipt of the Order by the appropriate Franchisee Restaurant Location. The e-mail confirmation will provide information relating to the status of the Order, including estimated time of anticipated delivery or carry-out as obtained from Franchisee, the details of the Pizza Hut Products ordered (i.e. ingredients chosen for pizza toppings), the total cost of the Order, including applicable tax and any charge for delivery, and the physical address and telephone number of the appropriate Franchisee Restaurant Location. Supplier will not be responsible for verifying or validating the e-mail address provided by any Franchisee Customer.

2.5 Franchisee Customers' Evaluation. Supplier agrees, if so directed by Franchisee, at additional cost to be determined in good faith by the Parties and subject to Franchisee's approval, to communicate with Franchisee Customers as directed by Franchisee to determine their needs, expectations and the results of their experience using the Pizza Hut Digital System and/or their overall experience with Franchisee (as it relates to, among other things, product quality, hospitality and speed of service).

2.6 Franchisee Agreements. Franchisee agrees that it will provide PHI with at least thirty (30) days' notice prior to executing any agreements with Supplier for services beyond the scope of this Agreement.

2.7 Credit Card Processing. Subject to Exhibits D and E of the PH Master Agreements, Supplier shall ensure that the Pizza Hut Digital System accepts above-store credit card processing through multiple merchant gateways for the Pizza Hut Digital System.

2.8 Enhancements to Pizza Hut Digital System. The Pizza Hut Digital System shall contain, at a minimum, all features and functionality contained in the Pizza Hut Digital System as of the Effective Date of this Agreement.

2.8.1 Upgrade to the Phoenix Platform. Supplier will upgrade the Services to a new cloud-based platform (the "Phoenix Platform"). The Phoenix Platform shall provide modern, flexible features and functionality in accordance with then-current prevailing industry standards, including but not limited to updated, fully-documented, publicly-available APIs to facilitate third-party integrations. PHI and Supplier will further detail the requirements governing the transition of Services to the Phoenix Platform in the Phoenix SOW, which PHI and Supplier will finalize as soon as reasonably practicable following the execution of the Amended and Restated SOW. For the avoidance of doubt, portions of the current platform may be part of the Phoenix Platform and/or persist after Full Deployment.

2.8.1.1 Applicable Terms. The Phoenix SOW shall modify Supplier's obligations and PHI's rights to facilitate hosting by a mutually-agreed cloud hosting provider (e.g., Amazon or Microsoft). To the extent that components of the Internet Order System may require dedicated hosting due to requirements of specific franchisees and/or technological limitations of cloud based services to provide the features, reliability and compliance required by PHI as otherwise specified in the Amended and Restated SOW, the requirements of the Amended and Restated SOW shall continue to be Supplier's obligations for those portions of the system that remain in dedicated hosting so as to continue to provide the service levels required.

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Additionally, should Supplier be the cloud-provider, or one of the cloud providers, in a private or hybrid cloud environment, the terms of the Amended and Restated SOW shall continue to apply to Supplier's cloud environment.

2.8.1.1 Implementation Timeline. The Phoenix Platform shall be ready for testing in at least one PHI Restaurant Location by July 31, 2017, with the capability to move all PHI Restaurant Locations to the Phoenix Platform by December 31, 2017. The deployment schedule will be determined by PHI and Supplier, but Full Deployment shall be completed no later than April 30, 2018. PHI and Supplier will cooperate in good faith to facilitate the implementation and use of the new Phoenix Platform toward one common point-of-sale system for PHI and its franchisees, and in maintaining prescribed standards, as established by PHI from time to time.

2.8.2 Further, the functionality set forth below will be added to the current Internet Order System or Pizza Hut Digital System, as the case may be, within a timeframe mutually agreed upon between PHI and Supplier, but in no event longer than twelve (12) months following the Effective Date of the Amended and Restated SOW.

- Integrate with PHI-designated third parties (e.g., TransArmor, Verifone) as necessary to allow for Tokenization in all System Restaurants.
- Migrate to a single code base for the desktop and mobile web versions of the Pizza Hut Web Site which code base shall be responsive based on the device accessing the Pizza Hut Web Site (i.e., the code base shall load the mobile version for users accessing the Pizza Hut Web Site via a mobile device).
- Integrate with relevant third parties to display configurable calorie information in connection with Pizza Hut Products (Supplier shall have the right to extend its obligation to implement this functionality until the effective date of United States Food and Drug Administration's menu labeling regulations).

ARTICLE 3 – SUPPORT AND MAINTENANCE

3.1 Reliability. Subject to the provisions of Section 17.5 of the Amended and Restated MSA and Sections 3.2 and 10.4 below and in addition to any service levels set forth in Schedule F of the Amended and Restated SOW, Supplier agrees to fulfill the Services set forth in this Agreement hereof a minimum of 99.999% of the time during the Daily Availability Period.

3.1.1 In order to achieve the reliability set forth above, Supplier agrees to maintain and operate Redundant Systems in order to prevent hardware or software outages from affecting the availability of the Pizza Hut Digital System during the Daily Availability Period and to use commercially reasonable efforts to ensure the availability of the Services during the Daily Availability Period. To achieve 99.999% availability, Supplier will maintain two (2) Redundant System sites. Supplier agrees to stress-test all Redundant Systems according to a process and within timelines to be agreed to by PHI and Supplier.

3.1.2 Supplier will work directly and in good faith with any member of the Pizza Hut System (as appropriate) and Pizza Hut System's designated third party service and technology providers, as necessary, to ensure a timely resolution of issues that arise with the Services covered under this Agreement, including but not limited to problem diagnosis, determination and resolution. Supplier agrees to facilitate PHI's use of mutually-agreed third-party monitoring services to assess site performance, reliability, and accessibility.

3.2 Accessibility. Subject to the provisions of Section 10.4 and in addition to any service levels set forth in Schedule F of the Amended and Restated SOW, Supplier agrees to maintain 99.999% availability for the Site and the Pizza Hut Digital System so that the Services specified in this Agreement are (a) accessible to System Customers

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99.999% of the time during the Daily Availability Period and (b) performed by Supplier 99.999% of the time during the Daily Availability Period.

3.2.1 Effects of Reduced Uptime.

3.2.1.1. Subject to the provisions of Section 10.4 and in addition to any service levels set forth in Schedule F of the Amended and Restated SOW, for any week during which the uptime availability of the Pizza Hut Digital System is less than 99.999%, measured and aggregated on a weekly basis, Supplier shall reduce the Base Services Transaction Fee for all Orders for that weekly period according to the following schedule (rounded to the nearest 1/100th of a percent):

99.95 – 99.999%:	- 1/10th of a cent
99.85 – 99.949%:	- 2/10th of a cent
99.75 – 99.849%:	- 3/10th of a cent
less than – 99.75%:	- 4/10th of a cent

For reduced uptime availability occurring between 4:00 p.m. and 12:00 a.m. Midnight Eastern Time (ET) during any day from Thursday through Saturday, the above penalties will be multiplied by four (4).

3.2.1.2. Large Events. Notwithstanding the foregoing, PHI has designated certain days "Large Events" at least thirty (30) days prior to that day. For "Large Events," the penalties for reduced uptime will be multiplied by four (4) just as if the reduced uptime occurred on a day from Thursday through Saturday between 4:00 p.m. and 12:00 a.m. Midnight Eastern Time (ET). In addition to other days which PHI has designated as Large Events, Supplier acknowledges that Super Bowl Sunday, Halloween, New Year's Eve, and Valentine's Day are considered "Large Events" (and no additional notice is required for such Large Events).

3.3 Scalability. Supplier represents and warrants that the Internet Order System and the Pizza Hut Digital System are designed and constructed in a manner such that both will reasonably scale to whatever sustained transaction capacity is desired by Franchisee in Real-time, subject to the terms and conditions of this Agreement. Franchisee will provide thirty (30) days prior notice to Supplier if Franchisee reasonably anticipates a significant increase in Orders above the customary Orders for such time period due to the addition of Franchisee Restaurant Locations to the Pizza Hut Digital System, and will provide Supplier with Franchisee's annual marketing calendar identifying the time and duration of national and regional promotional offers which shall constitute notice of planned increases in Orders due to such promotional offers.

3.4 Internet Security. At all times during the Agreement Term, Supplier will maintain and enforce safety and physical security procedures that are at least equal to the highest of the following: (a) Good Industry Practice (including full compliance with applicable law); and (b) Exhibits D and E to the Amended and Restated MSA. Without limiting, and in accordance with, the foregoing, Supplier shall maintain internal computer data integrity safeguards (such as access codes, passwords and firewalls) to protect against the accidental or unauthorized deletion, distribution, access, or alteration of Franchisee's data while in the possession of Supplier, including, without limitation, the Franchisee Database.

ARTICLE 4 – FRANCHISEE OBLIGATIONS

4.1 Equipment. Franchisee agrees that it will purchase, install and maintain appropriate modems or a high speed Internet connection (such as Digital Subscriber Line, Cable, other Broad Band connection, Satellite connection or other TCP/IP enabled connection) that shall be enabled and available during the Daily Availability Period, either option at Franchisee's sole discretion, at Franchisee Restaurant Locations that are owned and/or operated for the benefit of Franchisee that are participating in the Pizza Hut Digital System.

4.2 Menu and Pricing Information. Franchisee agrees to accurately provide Supplier with prices of the Pizza Hut Products and any special menu offerings, promotions, coupons or notices and other information relevant to

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Franchisee's food delivery or pick-up services as well as current maps or other descriptions of the geographic regions in which Franchisee accepts orders and provides delivery services. Supplier agrees to accept and update in Real-time the prices of the Pizza Hut Products and any special menu offerings, promotions, coupons, notices or changes in the delivery trade area.

4.3 Orders. The Parties agree that Supplier is not responsible for the quality of the Pizza Hut Products or for the delivery of the Pizza Hut Products by Franchisee and that such responsibility will be borne by Franchisee.

4.4 System Requirements. Franchisee agrees that all Franchisee Restaurant Locations must meet or exceed the following conditions in order for Franchisee to utilize Services:

1. Direct to Restaurant Transmission

a. For systems on SUS each location must remain current with the same SUS software version as the corporate owned restaurant locations and must participate in the PHI Menu Management service. Menu products, price and coupon changes will be performed in accordance with timelines required to complete, test and download the changes.

b. Custom interface, Internet based menu management and communications protocols for non-SUS systems are being developed for 3rd party POS systems using the QuikOrder QVP order transmission interface. For more information mailto:sales@quikorder.com

c. Supplier requires transmission security to protect data that is transported over the Internet. Supplier is able to support both managed and non-managed VPN as well as SSL solutions.

d. Communications equipment (i.e. satellite dish, DSL lines, routers, firewalls, modems, NIC devices, etc) must be in good working order and adequate to ensure the reliable transmission of transactions into each participating restaurant location. Supplier uses industry standard protocols to communicate to Broadband subsystems:

ii. For dial-up, modems must transmit and receive at a speed equal to or greater than 56,000 bps, should be v.90 or higher standards compatible, and must have a dedicated phone line (all equipment must comply with PHI corporate standards. Should you have questions regarding these standards, please contact the PHI Information Technology Team or the Restaurant Help Desk.

iii. Supplier can support rollover or backup modems behind switch boxes. These devices must respond to specific command sequences, which shall be provided to Supplier.

2. Franchisee contact must have Internet access and an active e-mail address.

3. For SUS systems all electronic based restaurant delivery maps must be at least as accurate and in the same format as those in corporate owned restaurant locations. For non-SUS systems the maps and menus must conform to the QVP data standards.

4. Customer facing data discrepancies must be addressed by the Franchisee. Any mapping discrepancies encountered must be addressed within 60 days of identification.

4.5 System Requirement Changes. Franchisee agrees that upon at least ninety (90) days prior written notice, Supplier may change the System Requirements at its reasonable discretion to ensure quality of service, so long as Supplier and PHI have mutually agreed upon such changes prior to Supplier notifying Franchisee.

ARTICLE 5 – PREFERENTIAL ARRANGEMENT

5.1 Use of Pizza Hut Digital System. During the term of this Agreement, Supplier shall not permit the use of the Pizza Hut Digital System for any other company that is a Competitor and shall ensure that Supplier uses the PHI Exclusive Enhancements for only PHI, Franchisee, and PHI Affiliates. Notwithstanding the foregoing, nothing shall prevent Supplier from permitting other entities, including Competitors, to use other portions of the Site or the Internet Order System except as set forth in Section 8.3 of the Amended and Restated SOW.

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5.2 Equipment. Supplier shall not share or use server(s) or storage media that retains Franchisee specific information such as the Pizza Hut Digital System or Franchisee Database, with a Competitor, any other customer of Supplier, or any other third party. Franchisee acknowledges that tape drives, storage media or connections used for backup or development purposes under certain circumstances may be shared by other parties and that such backup sharing shall not constitute a breach of this section.

ARTICLE 6 – FEES AND EXPENSES

6.1 Fees.

6.1.1. Base Services Transaction Fee. Supplier will invoice Digico (below defined) a fee based on the number of Orders that Supplier processes (the "Base Services Transaction Fee"). The Base Services Transaction Fee will compensate Supplier for the Services provided hereunder, with the exception of: (i) the Development Teams identified in Section 6.3 of the Amended and Restated SOW and, (ii) any work performed pursuant to a Project-Based SOW, as further detailed in Section 6.3 of the Amended and Restated SOW.

6.1.1.1 Intentionally Omitted.

6.1.1.2 Following Full Deployment, the Base Services Transaction Fee shall be $0.17 per Order for any Order processed via the Pizza Hut Digital System hosted on the Phoenix Platform.

6.1.1.3 The Base Services Transaction Fee is subject to an adjustment (either a reduction in, or addition to) based upon an annual (year-end) review by PHI and Supplier (please see Section 6.4 of this Agreement for further information on potential adjustment to Base Services Transaction Fee). If such Base Services Transaction Fee is adjusted or modified between PHI and Supplier, then the Base Services Transaction Fee shall be automatically adjusted or modified between Franchisee and Supplier under this Agreement (in other words, any modification to the Base Services Transaction Fee between PHI and Supplier under the Amended and Restated SOW shall simultaneously be reflected in this Agreement.)

For the purpose of this Section 6.1.1, Order shall include orders which fail to transmit to the store but execute the process as set forth in Schedule A of the Amended and Restated SOW and such transmission failures are not due, in whole or in part, to a failure on Supplier's part. A $0.05 surcharge will be added to the Base Fee for each Order that is routed to a Franchise Restaurant Location over a dial-up connection.

6.1.2. Bundled Transaction Fees. PH Digico LLC ("Digico") will charge, and Franchisee will pay, a Bundled Transaction Fee (otherwise known as a Digital Innovation Fee) for each Order processed by Supplier. The Bundled Transaction Fee shall cover costs and projected expenses associated with products and services provided or obtained in connection with state-of-the-art digital, e-commerce, and other modern ordering capabilities, platforms, "apps" and other now or hereafter developed infrastructure, tools, systems and analytics ("Digital Innovation") for the benefit of the Pizza Hut System. Such Bundled Transaction Fees shall apply to costs including, but not limited to:

i. Payment of transaction fees associated with digital or other automated ordering services, whether provided by third-parties or PHLLC or its affiliates (currently, QuikOrder Base Transaction Fees as defined in the QuikOrder Agreement);
ii. Payment of any fees arising from or related to such digital or other automated ordering services, including for retained resources or project-based work for the benefit of the Pizza Hut System, whether provided by third-parties or PHLLC or its affiliates (including costs associated with QuikOrder Development Teams or Project-Based SOWs as defined in the QuikOrder Agreement);

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iii. Payment of other direct costs associated with the technological development, maintenance, integration, enhancement and ongoing support of the Customer Loyalty Program (defined below) in keeping with the description set forth in the Brand Standards;

iv. Payment of direct costs associated with other goods or services whether provided by third-parties or PHLLC or its affiliates in connection with development of digital technology and innovation for the benefit of the Pizza Hut System, provided, however, that such payment shall apply to other services provided by PHLLC only if such other services: (a) represent a cost savings as compared to third-party services, and (b) are incremental to PHLLC's current services as of the Effective Date;

v. Payment of costs and/or fees necessary to obtain relevant licenses and resolve third-party Claims[1], provided that such licenses and Claims relate to or arise from the provision or use of Digital Innovation and include a defense, relief, release, or other benefit for the Pizza Hut System;

vi. Payment of operating and overhead costs reasonably necessary for the proper performance of Digico's duties, including compliance with legal, regulatory obligations, accounting and tax obligations, not to exceed five percent of Digico's annual budget absent unanimous consent of Digico's Investment Advisory Committee; and

Such other expenditures as may be properly approved by Digico from time to time, as necessary or advisable in connection with any of the foregoing.

6.1.2.1 As of the Effective Date of this Agreement, the Bundled Transaction Fee shall be forty cents ($0.41) per Order (the "Bundled Transaction Fee").

6.1.2.2 PHCLLC, PHLLC or PH Digico LLC may increase the Bundled Transaction Fee (i.e., Digital Innovation Fee) in its reasonable discretion (i) consistent with the rate of inflation, or (ii) as reasonably necessary to maintain market competitiveness. The "rate of inflation" is defined as the percent increase in the "CPI" from the time of the last fee increase ("CPI" means the Consumer Price Index for All Urban Consumers (CPI-U) – All Items (1982-84 equals 100) for the United States published by the Bureau of Labor Statistics of the U.S. Department of Labor). The Bundled Transaction Fee for 2025 was set in consultation with IPHFHA pursuant to that certain Technology Framework Agreement between PHLLC and IPHFHA and other parties dated effective as of December 27, 2022. Franchisee acknowledges that the Technology Framework Agreement contemplates future increases to the Bundled Transaction Fee in accordance with PHCLLC's rights under this Agreement and as communicated to the Pizza Hut system.

6.1.5 Taxes. Without limiting any obligations regarding taxes set forth in the PH Master Agreements, Digico shall be responsible for determining which taxes are to be set forth on Digico invoices and Supplier shall be responsible for determining which taxes are to be set forth on the Supplier invoices issued to Digico pursuant to this Section 6.1. Franchisee agrees to pay all applicable duties, tariffs, taxes, and similar charges which may apply under applicable laws including sales, use, excise, value-added, service, goods and services, consumption, entity level withholding, business and other similar taxes and charges, whether or not charged by Supplier or Digico.

6.2 Digital Marketing Agreement. Franchisee acknowledges and understands that IPHFHA, and PHI, and certain franchisees entered into an agreement on May 9, 2014 regarding the 2015-2017 Advertising Shift and Digital Marketing Fund (the "Digital Marketing Agreement"). The Digital Marketing Agreement obligates certain Franchisees of the Pizza Hut System to pay a $0.10 digital marketing fee to IPHFHA for each Order Processed through the Pizza

[1] Claims means all third party demands, claims, lawsuits, or other legal assertions, allegations, or actions, and including any third party liabilities, losses, expenses, fines, penalties, taxes or damages.

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Hut Digital System at any of Franchisee's Restaurant Locations (the "IPH Digital Fee") until December 31, 2017. In consideration for payment of the Bundled Transaction Fees, IPHFHA will not invoice and Franchisee shall have no obligation to pay the IPH Digital Fee in connection with any Franchisee Restaurant Locations receiving the Services as of the Effective Date. Rather, the IPH Digital Fee shall be subsumed in the Bundled Transaction Fees.

6.3 Favorable Pricing. Supplier agrees that the Fees for the Services (considering price, discounts, allowances, term, systems and other terms and conditions offered to other Supplier clients) will be no less favorable than fees charged to other Supplier clients using the same or similar services. If Supplier agrees to offer another Supplier client lower fees for substantially similar services as a whole or for any service individually, Supplier shall promptly offer the lower fees, in writing, to Franchisee.

6.4 Potential Adjustment to Base Services Transaction Fee. An adjustment to the Base Services Transaction Fee may occur due to an increase or decrease in Supplier's actual costs incurred to defend the Pizza Hut System against patent infringement claims (the "Litigation") in connection with Supplier providing the Services under the PHI Master Agreements, this Agreement and all other agreements signed between Supplier and other franchisees for use of the Pizza Hut Digital System (collectively referred to as the "Pizza Hut System Agreements"). By way of example, if Supplier incurs Litigation costs that are less than $1,000,000 in a calendar year, Supplier shall reduce the aggregate Base Services Transaction Fee under all such Pizza Hut System Agreements by way of a special credit in the following calendar year in an amount equal to forty percent (40%) of the difference between $1,000,000 and the actual costs Supplier incurred for the Litigation. If Supplier incurs Litigation costs that exceed $1,500,000 in a calendar year, Supplier may increase the Base Services Transaction Fee by way of a special assessment in the following calendar year in an amount equal to forty percent (40%) of the difference between $1,500,000 and the actual costs Supplier incurred for the Litigation, which for purposes of this calculation shall in no event exceed $2,500,000. All modifications to the Base Services Transaction Fee contemplated by this Section will be applied pro-rata among the participating members of the Pizza Hut System based on the order volume contributed by each.

6.5 Set-up or Transfer Fee. Franchisee shall pay to Supplier a one-time $250 Set-up or Transfer Fee for each participating Franchisee Restaurant Location. For purposes of clarification, this fee will apply as a Set-up fee for all net new Franchisee stores. The fee also applies and is defined as a Transfer Fee for Franchisee Restaurant Location(s) when a Franchisee acquires a store or multiple stores from PHI or another Franchisee.

6.6 Other Fees and Limitations. These fees do not include any custom programming for software and hardware requirements not listed in the System Requirements in Section 4.4. These fees also do not include

1. The cost of any hardware or software required for participation in the program.

2. Customer e-mail responses, which remain the responsibility of Franchisee.

3. Travel costs and training that requires Supplier to travel to a Franchisee location (if any).

4. Communication costs, if a continuous connection to the Internet is not available to each participating restaurant.

6.7 Payment. Fees will be billed on a Period basis. All undisputed invoices must be paid within 30 days of receipt of all timely submitted invoices. Any past due amount is subject to a late charge in the amount of six percent (6%) per month or the maximum amount permitted by law, whichever is less. Neither PHI nor Digico shall be liable or obligated in any way, including payment of any fees or claims made, with respect to Services sold or provided to Franchisees by Supplier.

ARTICLE 7 – RECORDS, AUDITS AND REPORTS

7.1 Inspection and Audit. At all reasonable times, Franchisee may request and obtain from Supplier copies of applicable records, ledgers, accounts, books, and data relating to Supplier's Services provided to Franchisee under this Agreement. Supplier must cooperate with any such examination or audit by gathering records, accounts, and books for easy access, and by providing other assistance Franchisee reasonably requests, subject to Franchisee's obligation not to reveal any information pertaining to any other customer of Supplier. It is expressly agreed and understood by the Parties that only information related to Franchisee transactions may be reviewed by Franchisee,

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and no information gained directly or indirectly regarding any other Supplier customers may be reviewed or inspected or revealed to Franchisee. Franchisee shall be specifically instructed not to review or communicate any information regarding any other Supplier customer's information to any party, including Franchisee. Should Supplier be required to include this Inspection and Audit provision in any other contract for any other customer, this section requiring the non-disclosure of information to the other customer shall be included in that document and enforced by Supplier so as to protect Franchisee Confidential Information.

7.2 Reporting Errors. If any examination or audit discloses that Franchisee was overcharged or billed in error, Supplier must, within 10 business days after notice from Franchisee, pay to Franchisee any overcharge found to be owing, plus a finance charge at the rate of 1.5% per month (or, if lower, the maximum rate permitted by law), accruing from the date payment was received by Supplier. If Franchisee is found to have been overcharged an amount exceeding 5% of the amount due over any twelve-month period, then in addition, Supplier must reimburse Franchisee for the reasonable cost and expense of the audit.

7.3 Reports. Supplier agrees to provide the following automated reports that Franchisee may access through the Site at any time.

(a) A report indicating in real-time the total number of Orders placed by Franchisee Customers through the Pizza Hut Digital System with the ability to filter and sort by Franchisee Restaurant, region, date range, or custom group of Franchisee Restaurants; and

(b) A report indicating in real-time the errors that occur on the Pizza Hut Digital System and the nature of and reason for (to the extent determinable by Supplier) with the ability to categorize, filter and sort each error by Franchisee Restaurant, region, date range, or custom group of Franchisee Restaurants..

Supplier agrees to provide such other reports that Franchisee may reasonably request from time to time in a format acceptable to Franchisee. Supplier agrees to provide access to all data via a method of online access. Supplier agrees that the costs associated with creating such online access and generating and providing the reports to Franchisee under this Section 7.3 are included in the Fees, and in no event will Franchisee be required to pay additional costs for the reports set forth in subsections (a) and (b).

7.4 Credit Card Data Security.

(a) In addition to the audit requirements above (Section 7.1) and in Exhibit E to the Amended and Restated MSA, Supplier shall provide reasonable access and cooperate with any audits and security reviews requested and conducted by Visa or Visa-approved entities upon written notice that a security intrusion has been detected.

(b) Supplier shall maintain, keep and preserve at a secure location and area, accessible to authorized personnel (i.e. VISA-approved entities) upon request, any and all credit cardholder data collected and stored by or through Supplier through the expiration or termination of this Agreement and for the post-termination period required by PCI DSS and industry standards referred to herein.

(c) Supplier represents and warrants that it is and shall remain fully compliant with all applicable Payment Card Industry (PCI) compliance standards and hereby acknowledges that it is responsible for maintaining the security of all credit cardholder data collected and stored by or through Supplier pursuant to this Agreement. Supplier shall provide to Franchisee on an annual basis, documentation to support completion of the then current PCI requirements and acceptance by Visa and/or other third party organization designated by Visa.

ARTICLE 8 – INTELLECTUAL PROPERTY

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8.1 Supplier Intellectual Property. Subject to Sections 8.5 and 8.6, the Parties agree that, as between the Parties, Supplier is the sole and exclusive owner or licensee of the Intellectual Property Rights associated with the basic operation of the Internet Order System and the Site, including all modifications, developments or enhancements made to the Internet Order System after the Effective Date. These Intellectual Property Rights do not extend to specific PHI product logos and PHI graphics, **including** without limitation any PHI Design (below defined) that may be displayed on the Site as further provided in Sections 8.3 and 8.6.

8.2 License Grant to Franchisee. Supplier grants to Franchisee a non-exclusive right and license to use the Supplier Intellectual Property Rights contained in the Internet Order System as necessary to utilize the Services or to otherwise fulfill the terms of this Agreement.

8.3 Franchisee Intellectual Property. Except as granted by PHI in Section 8.4 herein, no right or license to any Intellectual Property Rights owned by Franchisee is granted or conveyed by this Agreement, expressly, by implication or by estoppel.

8.4 License Grant of PHI Marks. Subject to Section 8.5, Supplier represents and warrants to Franchisee that PHI has granted to Supplier, and Supplier accepts, a limited, non-exclusive, nontransferable and non-assignable license to use the PHI Marks solely for the purpose of performing the Services as described in this Agreement.

8.5 PHI Marks. The Parties acknowledge and agree that the PHI Marks and the limited right of use that is being granted by PHI to Supplier under the PH Master Agreements, including but not limited to all of the trademarks, trade names, service marks, trade dress, symbols, slogans, emblems, logos, insignia, designs, product identifications, artwork and any combination of them used from time to time in connection with the sale of goods and services are the sole property of PHI. All rights to the PHI Marks under trademark, copyright, or other property rights inure to the benefit of PHI. Supplier acknowledges the ownership of the PHI Marks by PHI, agrees that it will do nothing inconsistent with such ownership, and that all use of the PHI Marks by Supplier and all good will developed therefrom shall inure to the benefit of and be on behalf of PHI. Supplier agrees that nothing in this Agreement shall give Supplier any right, title, or interest in the PHI Marks other than the right to use the PHI Marks in accordance with the performance of the Services for Franchisee. Further, except as expressly provided in this Agreement, Supplier may not use in any way the PHI Marks or corporate name or trade name, slogans or other identification of PHI or its Affiliates, without PHI's prior written consent. Upon advance written approval by PHI, Supplier may reasonably use PHI's name as a work reference in printed promotional materials, including online materials and otherwise identify PHI as the recipient of the Services herein.

8.6 Franchisee Customer Information. Franchisee grants to Supplier a non-exclusive right and license to use the Franchisee Database as necessary to operate the Pizza Hut Digital System or to otherwise fulfill the terms of this Agreement. Supplier acknowledges that PHI and Franchisee have granted Supplier a non-exclusive right and license to use information and materials (i) relating to the PHI and Franchisee Databases, (ii) contained in or displayed on the Pizza Hut Web Page that is generated by System Customers and/or Supplier with respect to a System Customer such as name, e-mail address, physical address, telephone number, order information, etc., (iii) calculated or manipulated by Supplier on behalf of Franchisee or information that is captured and/or transmitted by any network technology or received by Supplier directly or indirectly that interfaces with any Franchisee systems. Supplier will not disclose or otherwise use, for the benefit of itself or any other person or entity, any information relating to Franchisee Customers; provided that Supplier shall be entitled to use such information for Site administration or capacity planning purposes and in aggregated form with all personally identifiable information removed. Supplier agrees that it shall not, by reason of providing any Services, acquire any rights or interests in or to Franchisee Customer information or to the Franchisee Database or any particular information contained therein, including information independently input into the Pizza Hut Digital System by Franchisee Customers, and Supplier hereby disclaims and waives any such right or interest.

8.7 Access to Franchisee Database. By execution of this Agreement, Franchisee agrees that if Franchisee requests additional services from Supplier or any of its affiliates, Supplier and its affiliates are authorized to access, or poll, the Franchisee Database, and receive and make use of the information solely in connection with fulfilling

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Franchisee's request. Supplier may exhibit a copy of this Agreement to Pizza Hut, LLC as evidence of Franchisee's authorization and direction to Pizza Hut, LLC to permit such Franchisee Database access by Supplier or any affiliate.

8.8 Content of Site. Except as provided above, Supplier is the sole owner and operator of the Site, and as such reserves all rights to determine the content of the Site generally, including the right to display banners and other forms of advertising on various pages within the Site, provided, however, that, without the consent of PHI, (i) Supplier agrees no page within the Pizza Hut Web Site shall contain display banners or other forms of third party advertising for a Competitor, (ii) Supplier agrees that no page within the Pizza Hut Web Site shall contain any link to any other page within the Site that is not part of the Pizza Hut Web Site so that a System Customer accessing the Pizza Hut Web Site will not be able to directly link from any page in the Pizza Hut Web Site to any page in the Site for which PHI does not assert exclusive control over the content, and (iii) Supplier agrees no page within the Site shall display banners or other forms of advertising from persons or entities whose image is inconsistent with PHI's image as a family restaurant.

ARTICLE 9 – REPRESENTATIONS, WARRANTIES AND COVENANTS

9.1 Franchisee Warranties. Franchisee represents and warrants the following:

(a) Franchisee has the right to grant Supplier access to Franchisee's Database as described above.

(b) Franchisee's delivery to Supplier of materials or information, and its permitting Supplier to access and/or modify the Franchisee Database, for use in connection with the Pizza Hut Digital System does not and will not breach any oral or written agreement to which Franchisee is a party or infringe any third party's rights.

9.2 Supplier Warranties. In addition to the representations and warranties in the PH Master Agreements, Supplier represents and warrants the following:

(a) Supplier's performance of Services pursuant to this Agreement does not and will not violate any applicable law, rule, or regulation (including without limitation any applicable import or export regulation and any licensing or permitting requirement) or breach any other agreement to which Supplier is a party or bound.

(b) Supplier has full authority and sufficient rights to grant and convey the rights granted to Franchisee.

(c) Supplier will deliver the Services in a professional and workmanlike manner in accordance with the highest industry standards. All Services will conform with the applicable performance standards and service levels set forth in this Agreement to the reasonable satisfaction of Franchisee.

(d) Supplier's execution of this Agreement constitutes Supplier's representation and warranty that, as of the date of such execution and as long as Supplier is providing Services under this Agreement, Supplier has no knowledge, nor reason to believe, that any of the requested Services or Franchisee's use thereof as contemplated under this Agreement infringe any Intellectual Property Rights of any third party.

(e) Supplier agrees to ensure that the Pizza Hut Digital System will not link to, contain, suggest, or refer to in any manner (i) anything that is lewd, obscene, libelous, offensive or inappropriate or unsuitable for children, (ii) any web sites of a Competitor, or (iii) any web sites of other companies unless specified in writing by PHI.

9.3 Covenants. Supplier covenants that nothing linked to, contained in or referred to by the Site shall conflict with or violate any applicable laws or otherwise facilitate the commission of any immoral or offensive act; provided that Supplier shall not be liable for content, links or other materials provided by Franchisee or prepared to Franchisee's specification.

ARTICLE 10 – DISCLAIMERS

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10.1 SUPPLIER DOES NOT GUARANTEE PRIVACY, SECURITY, AUTHENTICITY OR NON-CORRUPTION IN TRANSMISSIONS TO, OR DATA STORED BY, FRANCHISEE, VIA TELEPHONE OR INTERNET EXCEPT TO THE EXTENT RESULTING FROM THE NEGLIGENCE, MISUSE, IMPROPER PROCESSING, OR OTHER FAULT OF SUPPLIER OR A BREACH BY SUPPLIER OF ANY OF ITS OBLIGATIONS, WARRANTIES OR REPRESENTATIONS HEREUNDER.

10.2 EXCEPT FOR A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, OR FOR CLAIMS OR DAMAGES ARISING FROM A BREACH OF OBLIGATIONS OF CONFIDENTIALITY SET FORTH IN ARTICLE 12, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS OR SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES (ALL COLLECTIVELY REFERRED TO AS "CONSEQUENTIAL DAMAGES") OF SUCH OTHER PARTY, EVEN IF SUCH OTHERWISE LIABLE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CONSEQUENTIAL DAMAGES. THE PROVISIONS OF THIS SECTION 10.2 SHALL APPLY REGARDLESS OF THE FORM OF ACTION, DAMAGE, CLAIM, LIABILITY, COST, EXPENSE, OR LOSS, WHETHER IN CONTRACT, STATUTE, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE. FOR CLARITY, THIS PROVISION WILL NOT EXCLUDE OR DIMINISH ANY PARTY'S LIABILITY TO INDEMNIFY THE OTHER AGAINST LIABILITIES (AS DEFINED IN ARTICLE 11) INCURRED BY OR ASSERTED AGAINST A PARTY HERETO BY WAY OF CLAIM OF A THIRD PARTY WHETHER CLAIMED BY THAT THIRD PARTY AS DIRECT OR CONSEQUENTIAL DAMAGES.

10.3 Franchisee Customer Orders. In addition to the disclaimers in Section 10 to the Amended and Restated MSA, Supplier will not be responsible for, and will not verify, the accuracy, completeness or truthfulness of any Franchisee Customer Orders or other information provided by Franchisee or any Franchisee Customers, including erroneous estimated times, prices, menu offerings, promotions or coupons. Franchisee acknowledges and accepts all risk of loss arising from prank, fraudulent or unconsummated Franchisee Customer Orders, except to the extent resulting from the negligence, misuse, improper processing, or other fault of Supplier.

10.4 Outside Systems. In addition to the disclaimers in Section 10 of the Amended and Restated MSA, Supplier will not be liable for any delays, failure or impairment of the Services to the extent resulting from transmission delays or limitations in any communications system, network, software, computer or other equipment not under the control of Supplier or Supplier's agents or contractors, including the Internet, the Internet connections and systems of Franchisee Customers, telecom/network connections to Franchisee Restaurant Locations, and the systems used by System Restaurants, and the foregoing shall not be, and the consequences thereof (including, but not limited to, bandwidth limitations, Internet congestion, packet loss, third party interference, deficient or dated browser software and other factors that can affect the ability of Supplier to deliver its services to System Customers) shall not constitute or result in, a "Service Deficiency" or prevent an activity from being considered to be conducted in "Real-time." Without limiting the foregoing, Franchisee acknowledges (a) that it is possible that Internet transmissions may not remain confidential and that Supplier cannot and does not guarantee the privacy, security, authenticity, non-corruption, lost data or delay in transmissions of Franchisee's data transmitted over networks not under the control of Supplier, and (b) that Supplier shall not be responsible for any adverse consequences of transmission of the data of Franchisee or System Customers via the Internet, and (c) that Supplier shall not be responsible for any problems that may be caused by any action by Franchisee, the hosting provider, or other third party acting at the direction of the hosting provider or Franchisee.

10.5 EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND THE AMENDED AND RESTATED MSA , SUPPLIER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SITE, SERVICES OR PIZZA HUT ORDER SITE, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Without limiting the generality of the foregoing, Supplier does not warrant that the operation of the Services or the Pizza Hut Digital System will be uninterrupted or error free. Supplier's sole liability and Franchisee's exclusive remedy for breach of any warranties shall be the explicit remedies set forth in this Agreement and/or the Amended and Restated MSA.

10.6 WITHOUT LIMITING SECTION 10.2 OF THIS AGREEMENT, EXCEPT FOR ITS INDEMNITY OBLIGATIONS AS SET FORTH IN ARTICLE 11 OF THIS AGREEMENT AND OBLIGATIONS OF

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CONFIDENTIALITY SET FORTH IN ARTICLE 12 OF THIS AGREEMENT, SUPPLIER'S AGGREGATE LIABILITY ON ALL CLAIMS OF ANY KIND, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT, STRICT LIABILITY OR OTHERWISE, FOR ALL LOSSES OR DAMAGES ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THIS AGREEMENT OR FROM THE PERFORMANCE OR BREACH THEREOF, OR FROM THE SERVICES, SHALL IN NO CASE EXCEED THE FEES PAID HEREUNDER LESS DIRECT COSTS INCURRED AT THE DIRECTION OF OR FOR THE BENEFIT OF FRANCHISEE AND ITS AFFILIATES.

ARTICLE 11 – INDEMNIFICATION

11.1 Other than under circumstances described in Section 11.3, Supplier will indemnify, hold harmless and defend Franchisee, and its respective directors, partners, officers, employees, representatives, and agents (collectively, the "Pizza Hut Indemnitees") from and against any and all demands, suits, claims, or other actions, and all liabilities, losses, reasonable and necessary expenses actually incurred (including reasonable attorneys' fees), fines, penalties, taxes or damages (collectively "Liabilities") asserted against Franchisee by a third party alleging that the Services (or Deliverables provided hereunder, including any improvements and/or enhancements to, and/or redesigns of, the Services or Deliverables provided by Supplier (in whole or in part, separately or in combination with other content, materials, information or technologies) or the use, sale, offering for sale, operation or hosting of, or fulfillment of Orders through or using, any of the foregoing infringes or misappropriates any third party's Intellectual Property Right ("Infringement Claim"). Ifany of the foregoing are found, or alleged, to infringe on or misappropriate an Intellectual Property Right, in addition to its defense, indemnity and hold harmless obligations, Supplier may within a reasonable time, at its option and sole expense, (a) secure for Franchisee the right to continue the use of any infringing, misappropriating, or allegedly infringing or misappropriating item; or (b) replace such item with a substantially equivalent non-infringing and non-misappropriating item or modify such item so that it becomes non-infringing and non-misappropriating; or (c) if neither of the preceding two options is commercially practicable, accept return of the infringing or misappropriating items from Franchisee (in which case Supplier shall provide Franchisee with a pro rata refund of any prepaid amounts (for example, any milestone payments, periodic payments for fixed price engagements or any other prepaid fees) to Supplier for use of such infringing or allegedly infringing item and Services provided in connection with such item and/or otherwise equitably adjust the fees under the applicable SOW to the extent such item can no longer be used by Franchisee. For the sake of clarity, Supplier shall not be required to refund any amounts paid to Supplier which relate to usage fees from which Franchisee has already benefited and availed itself of Supplier's Services. Franchisee, in addition, will have a right to recover against Supplier any direct damages incurred by the Pizza Hut Indemnitees.

11.2 Supplier will defend, indemnify, and hold harmless the Pizza Hut Indemnitees from and against any and all Liabilities incurred by or asserted against a Pizza Hut Indemnitee by third parties relating to or arising out of (a) any and all demands, suits, claims or other actions, that Supplier or Services or Deliverables provided by Supplier or its subcontractors or suppliers under this Agreement have caused bodily injury (including death) or have damaged real or tangible personal property; (b) breach of any of Supplier's warranties contained in this Agreement; (c) violation by Supplier or its employees, subcontractors or suppliers of any governmental laws, rules, ordinances, or regulations relating to the Services or Deliverables provided hereunder by Supplier, (d) any claim of nonpayment by or on behalf of Supplier's subcontractors, suppliers, employees or agents; (e) any claim for or relating to wages, salaries or other compensation or benefits of Supplier's employees, including, but not limited to any stock options, medical or retirement benefits, taxes and other expenses arising from the employment or independent contractor relationship between Supplier and its personnel and the provision of Services or delivery of Deliverables hereunder by such personnel to the applicable Pizza Hut Indemnitee; or (f) Supplier's failure to remit taxes to the applicable taxing authority as required by law or under this Agreement or the PH Master Agreements.

11.3 Notwithstanding Supplier's obligation set forth in Section 11.1, Supplier shall have no obligation hereunder for any such Liabilities or to defend and hold harmless to the extent based upon: (i) Franchisee's use of the software, system or Deliverables in a combination with, or Supplier's adaptation or customization of the software, system or Deliverables in order to interface or work with, materials, products, equipment, functionalities, systems, or processes supplied, selected or specified by Franchisee or third parties chosen or directed by Franchisee unless those have been specified or chosen on the basis of Supplier's written advice or recommendation, which combination or its consequences violates or is alleged to violate the rights of third parties, (ii) the modification or attempted modification

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of the software, system or Deliverables by parties other than Supplier without obtaining Supplier's consent or the use or distribution of such modified software, system or Deliverables without obtaining Supplier's consent, (iii) the use of other than the latest version of the software, system or Deliverables delivered to Franchisee so long as Supplier's latest version of the software passed all quality assurance testing including certified for release to production and accepted for use by Franchisee, if such claim would have been avoided by the use of such later release; (iv) use of the software, system or Deliverables in a manner other than that contemplated by this Agreement; (v) materials incorporated in the software, system or Deliverables that were provided to Supplier by a third party at Franchisee's direction without obtaining Supplier's consent; or (vi) claims arising directly from and based upon use of design features contained within an iPhone app, an Xbox app, an Android app or the "msgme" digital messaging platform provided to PHI by Waterfall Mobile, Inc. or any other third party entity providing similar products or services (each referred to herein as "an Independent App" and collectively "Independent Apps"), each of which may be connected to the Services through any application programming interface provided by Supplier (For the avoidance of doubt, such application programming interface(s) provided by Supplier are not excluded from Supplier's obligations under Section 11.1 above whether or not connected to any or all of said Independent Apps. By way of example and not limitation, if the Independent App contained a "flick to change page" design feature and Franchisee faced a third party patent infringement claim based solely upon use of that design feature, then Supplier shall have no indemnification obligations hereunder.) The Parties shall attempt to resolve any dispute regarding the application of this subsection 11.3(vi) through negotiations between senior executives, including PHI's Chief Legal Officer. If unresolved, the dispute shall be resolved through applicable governance procedures.

11.4 In the event of a Liability for which an indemnified party is seeking indemnification, the indemnifying party will timely (and in any event, no later than thirty (30) days from its actual knowledge of such Liability) notify the indemnifying party of the assertion of such Liability, provided, however, that the indemnified party's failure to provide such notice shall not excuse the indemnifying party from its indemnification obligations except to the extent the indemnifying party is prejudiced thereby. The indemnified party shall give the indemnifying party the right to control and direct the defense (at the indemnifying party's sole expense) and any settlement of any such claim (including agreement to discontinue use of any alleged infringing item), and give reasonable cooperation to the indemnifying party for the defense of same. Notwithstanding anything to the contrary above, an indemnifying party may not enter into any settlement or other disposition of a Liability that adversely impacts a Pizza Hut Indemnitee, other than by reason of discontinuance of the use of the subject item, without the Pizza Hut Indemnitee's prior written approval.

11.5 Indemnification by Franchisee. Franchisee will indemnify, defend and hold harmless Supplier and its parent, Affiliates, subsidiaries, licensees, and successors and assigns of each, and all of their respective employees, agents, representatives, officers and directors, assigns (all referred to solely for purposes of this Section 11.5 as Supplier) from and against any and all damages, liabilities, losses, costs, claims, actions, suits, proceedings, costs and expenses (including reasonable attorney's fees and reasonable court costs) arising out of or in any way connected with or resulting from (a) breach of any of Franchisee's warranties, representations, covenants or obligations under this Agreement, (b) any claims relating to errors in posting menu pricing, ordering or delivery service information if such errors are made solely as a result of information provided to Supplier by authorized personnel of Franchisee, or (c) any claim that use of materials provided by Franchisee to Supplier under this Agreement or prepared to Franchisee's specifications infringe any patent, trademark, copyright or trade secret or any other Intellectual Property Rights or similar rights of any third party. This indemnification shall survive the expiration or early termination (by any means) of this Agreement.

11.6 Ameranth Litigation. Without limiting any indemnification obligations set forth in the Amended and Restated MSA, Supplier agrees that with respect to the pending litigation in the United States District Court for the Southern District of California, captioned Ameranth, Inc. v. Pizza Hut, Inc., et al, Case No. 3:11-cv-01810-JLS-NLS, and Case No. 12-cv-0742-JLS-NLS (the "Ameranth Litigation"), alleging that certain of the Services infringe upon any or all of U.S. Patent No. 8,146,077, U.S. Patent No. 6,384,850, or U.S. Patent No. 6,871,325, or any combination of these patents, and any potential litigation that may allege infringement of any other related patents or patent rights (e.g. any patents that may issue from any continuation or divisional that has priority based upon any of the foregoing patents, any re-issues, renewals, substitutions, reexaminations, and extensions of any of the foregoing patents), and any foreign patents or rights corresponding or counterpart to any of the foregoing patents, Supplier will defend,

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indemnify and hold harmless the Indemnitees as provided for in Section 10.1 of the Amended and Restated MSA, and in addition thereto, with respect to any additional patent infringement allegations made by, or which may be made by, Ameranth, Inc. or its related parties with regard to certain of the Services or any improvements, enhancements and/or redesign thereof, under the terms provided in this SOW or the PH Master Agreements.

ARTICLE 12 – CONFIDENTIAL INFORMATION

12.1 Each Party (the "Receiving Party") will (i) not disclose, publish, release, transfer or otherwise make available Confidential Information (as defined in Section 12.2) of the other Party (the "Disclosing Party") in any form to, or use for the benefit of, any person or entity without the Disclosing Party's consent; (ii) secure and protect the other's Confidential Information, however acquired, at all times and in the same manner as each protects the confidentiality of its own proprietary and confidential materials, but in no event with less than a reasonable standard of care; and (iii) not duplicate any material containing the Disclosing Party's Confidential Information or make any use of copies of the Disclosing Party's Confidential Information except in the direct performance of its obligations under this Agreement. Neither Party will acquire any right in or assert any lien against the Confidential Information of the other; or sell, assign, lease or otherwise commercially exploit the Confidential Information of the other Party.

12.2 "Confidential Information" means all documents, computer programs and documentation, reports, financial or other data, records, forms, tools, products, services, methodologies, present and future research, technical knowledge, marketing plans, business plans, trade secrets, customer lists and operational data of a Party or its agents or subcontractors and any other material or information of a Party that due to its character and nature a reasonable person under like circumstances would treat as confidential, whether tangible or intangible and whether or not stored, compiled, or memorialized physically, electronically, graphically, in writing, or by any means now known or later invented, and including any work product and information developed during performance of this Agreement. The terms of this Agreement are the confidential information of both Parties. Confidential Information does not include information that: (i) is already lawfully known to the receiving Party at the time of disclosure; (ii) is or becomes publicly known through no wrongful act or failure of the receiving Party; (iii) is independently developed by the receiving Party without benefit of the other Party's Confidential Information; or (iv) is received, without further restrictions on disclosure, from a third party which is not known by the receiving party to be under or otherwise in breach of an obligation of confidentiality. Failure to designate or mark Confidential Information as "confidential" shall not affect the Parties' obligations to treat such materials as Confidential Information under this Agreement.

12.3 Within five business days after the termination of this Agreement, or at any other time, upon written request from a disclosing Party, the receiving Party and its representatives shall return to the disclosing Party all material containing Confidential Information, including, but not limited to, any reports, memoranda, or other materials prepared by the receiving Party or at its direction.

12.4 If the receiving Party or any of its representatives receives a request to disclose Confidential Information pursuant to a subpoena or order issued by a court or other government entity, the receiving Party agrees (a) to notify the disclosing Party on a timely basis of the existence, terms, and circumstances surrounding such request; (b) to consult with the disclosing Party on the advisability of taking legally-available steps to resist or narrow such request; and (c) if disclosure of Confidential Information is required to prevent the receiving Party from being held in contempt or subject to other penalty, to furnish only such portion of the Confidential Information as it believes it is legally compelled to disclose and to exercise commercially reasonable efforts to assist the disclosing Party in its efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to the disclosed Confidential Information, all on written request and, with respect to obtaining a court order, at the expense of the Party requesting such assistance.

12.5 In addition to those obligations set forth in this Section 12, the Parties' obligations with respect to confidentiality shall also include the terms and conditions with regards to data privacy and data security set forth in Exhibit D of the Amended and Restated MSA and the technical hosting and security measures set forth in Exhibit E of the Amended and Restated MSA.

ARTICLE 13 – TERM AND TERMINATION

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13.1 Term. This Agreement begins on the Effective Date and shall continue until December 31, 2025. The Term is subject to expiration, renewal, or any early termination of the Amended and Restated SOW, and further subject to the termination rights set forth in Sections 13.2 and 13.3 below. To avoid all ambiguity, if/when the Amended and Restated SOW expires, is renewed, or is terminated, this Agreement shall similarly automatically and simultaneously be considered expired, renewed, or terminated.

13.2 Termination or Suspension.

13.2.1 Supplier has no obligation to provide any Services under the prior agreement between Supplier and Franchisee if Franchisee does not provide Supplier with a fully executed copy of this Agreement within ninety (90) days of receipt. In such case, Supplier may terminate the Services with Franchisee by providing Franchisee with thirty (30) days prior written notice after expiration of such 90 day period.

13.2.2 Supplier may terminate, or suspend the provision of Services without terminating, this Agreement if Franchisee fails to pay an invoice that is not subject to dispute by Franchisee or fails to fulfill any other obligation material to Supplier hereunder and such failure continues for ninety (90) days after receipt by Franchisee of written notice from Supplier specifying the failure.

13.3 Termination by Franchisee. Without limiting any other rights or remedies, Franchisee may terminate this Agreement upon written notice to Supplier if (i) Supplier breaches a material term of this Agreement and such breach remains uncured 30 days after notice of such breach from Franchisee, or (ii) Supplier commits more than three (3) breaches of a material term of this Agreement during any rolling twelve month (12) month period and Franchisee has provided proper notice of each breach, regardless of whether or not Supplier has cured such breaches to Franchisee's reasonable satisfaction, provided, however, that such right of termination arising from the aforesaid three (3) breaches shall itself terminate and be null and void and of no further force or effect if such termination right shall not be exercised by Franchisee in a writing delivered to Supplier within twelve (12) months after the expiration of said twelve (12) month period. Upon Franchisee's termination of the Agreement pursuant to this Section 13.3, Supplier will be paid within 30 days after the effective date of termination the fees and expenses which have been incurred or earned for Services performed and accepted in accordance with this Agreement through the effective date of such termination, but reduced by any amounts owed to Franchisee. In addition, Supplier will refund within 30 days any amount due to Franchisee if it exceeds any amount owed by Franchisee to Supplier.

13.4 Termination for Insolvency. If either Party becomes or is declared insolvent or bankrupt, is the subject of any proceeding relating to its liquidation or insolvency or the appointment of a receiver, conservator, or similar officer, in any case which has not been dismissed within 120 days after the filing thereof, or makes an assignment for the benefit of all or substantially all of its creditors or enters into any agreement for the composition, extension, or readjustment of all or substantially all of its obligations, then the other Party may, by giving prior written notice to the non-terminating Party, terminate this Agreement as of the date specified in such notice.

ARTICLE 14 – NOTICES

All notices contemplated under this Agreement shall be in writing and shall be deemed received as reasonably evidenced via receipted mail (including email, facsimile, overnight delivery, or regular mail), postage prepaid as applicable and addressed as below the signature lines.

A Party may from time to time change its address or designee for notification purposes by giving the other Party prior notice of the new address or designee and the date upon which the change will become effective.

ARTICLE 15 – MISCELLANEOUS.

15.1 Neither Party may use the name, trademarks, trade names, or service marks of the other Party, or quote the opinion of any employee of the other Party in any advertising, presentations or otherwise. Neither Party may issue any press release or public notice concerning Franchisee's use of Supplier's Services or otherwise reference the relationship of the Parties under this Agreement without the advance written consent of the other Party.

15.2 Neither Party may assign or transfer this Agreement or any of its obligations hereunder without the other Party's express, prior written consent, which consent may not be unreasonably withheld or delayed, provided,

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however, that no consent shall be required in connection with a transaction that does not constitute a Change in Control under Section 12.5 of the Amended and Restated MSA.

15.3 The Parties will comply with all applicable laws, whether foreign, federal, state or local.

15.4 Both Parties have had ample opportunity to use counsel and to negotiate this Agreement so that neither party will be considered as the drafter of this Agreement against whom interpretation should be made. This Agreement constitutes the entire agreement of the Parties concerning the subject matter hereof and supersedes all prior and contemporaneous understandings and representations between the Parties relating thereto. This Agreement may be modified only in writing executed by an officer of the Party to be charged, and may not be modified by the terms of any purchase order, invoice, or other document, or by any usage, custom, or course of dealing.

15.5 Neither Party is liable for any delays or failures in its performance hereunder resulting from circumstances or causes beyond its reasonable control, including, without limitation, force majeure acts of God, acts or threatened acts of terrorism, war or other violence, or any law, order or requirement of any governmental agency or authority (but excluding orders or requirements pertaining to tax liability), failure of third parties' interconnect equipment or facilities,, or public utilities, fire, storm, natural disaster, delay or failure of transportation or supplies. In the event of such delay or failure, the other Party does not have any duty to perform related responsibilities, and also has the right to cancel this Agreement as for uncured breach, if the delay is reasonably expected to last more than 30 days.

15.6 Supplier is performing the Services as an independent contractor, not an employee, partner, joint venturer, or agent of Franchisee, and neither Party has or may represent that they have authority to bind the other, or be or become liable or bound by any representation, act or omission whatsoever of the other.

15.7 If any term or condition of this Agreement is held to be invalid, void or unenforceable, the remainder of this Agreement will remain valid and enforceable to the fullest extent permitted by law.

15.8 The section headings used herein are for reference and convenience only and will not affect the interpretation hereof.

15.9 Articles 8 (Intellectual Property), 9 (Warranties), 10 (Disclaimers), 11 (Indemnification), 12 (Confidential Information) and 13 (Term and Termination) shall survive any expiration or termination (by any means) of this Agreement.

15.10 No single or multiple delay, failure to exercise, or partial exercise of any right or remedy will operate as a waiver thereof unless agreed to in writing by the Party to be bound thereby.

15.11 This Agreement will be interpreted and enforced according to the laws of the State of Texas, without regard to its conflict of laws principles. The Parties agree each to consult regularly in good faith to resolve any disputes.

ARTICLE 16 – DATA PRIVACY AND DATA SECURITY.

16.1 Any Personal Information collected, or otherwise possessed or controlled, by Supplier in the course of performing its Services, or Deliverables hereunder, will be collected, secured and maintained in accordance with PHI's privacy policy as provided at https://order.pizzahut.com/privacy-policy as of the Effective Date of the Amended and Restated MSA, as well as any international, federal, state or local privacy and/or security laws or regulations applicable to the collection, use, transfer or storage of such Personal Information or the Services, or Deliverables ("Privacy Laws"). Each Party will perform its obligations hereunder in such a manner as not to cause the other Party to be in violation of the Privacy Laws.

16.2 All Personal Information is and will remain the property of PHI or Franchisee, as applicable, and/or subject to the privacy rights of the individuals from whom the Personal Information is collected. Supplier will collect, use, access, maintain, and disclose or share the Personal Information only to the extent necessary to perform its obligations under this Agreement, or as otherwise required by law and/or permitted by Franchisee. Supplier may not otherwise use or modify the Personal Information, merge it with other data, commercially exploit it, disclose it, or do any other thing that may in any manner adversely affect the integrity, security or confidentiality of such Personal

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Information, other than as necessary to perform its obligations under this Agreement, as expressly specified herein, or as directed by Franchisee in writing.

16.3 Each Party will be fully responsible for its or its Affiliates, subcontractors, vendors, employees, independent contractors, or agents unauthorized collection, access, use and/or disclosure of Personal Information. Without limiting the foregoing, Supplier will employ administrative, physical, technical and organizational safeguards that:

(a) are designed to prevent the unauthorized collection, access, use and disclosure of Personal Information ("Safeguards"); and

(b) meet or exceed industry standards regarding Safeguards.

The Safeguards will include at a minimum:

i. maintaining on Supplier's premises a secure location (that may include electronic storage), in which any Personal Information may be stored;
ii. encryption of any Personal Information that is transmitted into or outside of Supplier's computer systems through electronic means of communication (e.g., e-mail or Internet) and when placed on mobile storage media (e.g., laptops, thumb drives, flash drives), unless otherwise agreed by the Parties in writing, and the Parties agree that a customer's name, e-mail address, and address may be shared between Supplier and Franchisee via email or other non-public means or in direct communication with such a customer for the purpose of supporting such customer, or the system, or resolving a support issue;
iii. training its employees and subcontractors regarding their confidentiality obligations and the treatment of Personal Information hereunder; and providing access to Personal Information only to Supplier's employees and subcontractor personnel, who have a need to know or otherwise access the Personal Information to enable Supplier to perform its obligations hereunder, and who are bound by obligations of confidentiality sufficient to protect the Personal Information in accordance with the terms hereof ("authorized employees").

During the term of each authorized employee's employment by Supplier, Supplier will at all times cause such authorized employee to strictly abide by its obligations hereunder and, after the termination of his/her employment, Supplier will use the same efforts to enforce the confidentiality obligations of such authorized employee as Supplier uses to enforce such obligations with respect to its own similarly confidential information, provided that Supplier will not use less than reasonable efforts in such enforcement.

16.4 Supplier represents and warrants that it has in place a comprehensive written security program to protect Personal Information and will otherwise cooperate with Franchisee in maintaining and implementing, at Franchisee's request, procedures to ensure the security of the Personal Information. Supplier further agrees that it will maintain a disciplinary process to address any unauthorized access, use or disclosure of Personal Information by any of Supplier's officers, partners, principals, employees, agents or independent contractors.

16.5 Except in response to a valid court order or otherwise to the extent legally required in response to a request from a law enforcement agency, in no event will Supplier disclose any Personal Information to any third party except to the extent strictly necessary to perform its obligations under this Agreement, and in such case subject to a binding agreement requiring the same level of data privacy, protection and information security as required hereunder.

16.6 Each Party will promptly (i) notify the other Party of any breaches, or suspected breaches of security that has resulted or may result in the unauthorized collection, access, use or disclosure of Personal Information or any password or account (each, a "Security Incident"), and (ii) inform the other Party in writing if Supplier receives any oral or written notice of inquiry, investigation or review from any individual or administrative agency (such as the Federal Trade Commission or State Attorney Generals' offices or other similar agency in countries outside of the U.S.) that arises out of, relates to or affects the Services provided by Supplier. In Supplier's case, notification of PHLLC shall suffice to satisfy the notice requirements set forth in this Section. Supplier will comply with Franchisee requests and make all reasonable efforts to assist Franchisee in relation to the investigation and remedy of any such Security Incident and any claim, allegation, action, suit, proceeding or litigation with respect to the unauthorized

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access, use or disclosure of the Personal Information. Except as required by law, Supplier will not communicate orally or send notices in writing to individuals or government agencies regarding any inquiry, investigation or review without the prior written approval of Franchisee.

16.7 Supplier will defend, indemnify, and hold harmless the PHI Indemnitees from and against any and all Liabilities incurred by or asserted against a PHI Indemnitee related to or arising from a Security Incident caused by the actions of Supplier. Franchisee will defend, indemnify and hold harmless Supplier and its affiliates and their respective directors, partners, officers, employees, representatives, and agents from and against any and all Liabilities incurred by or asserted against Supplier relating to or arising from a Franchisee's (or Supplier's, upon written direction by Franchisee) unlawful or negligent acquisition, access and use of Personal Information (e.g., in the course of the execution of marketing or other promotional campaigns by PHI or Franchisee) independent of Supplier's provision of Services under this Agreement, provided that Supplier has fulfilled its obligations set forth in this Agreement. Supplier will include in any contract with subcontractor(s) who may process Personal Information, whether directly or indirectly on behalf of Franchisee, provisions no less protective of Personal Information than those in this Agreement (including this Article 16).

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Agreement Effective Date.

FRANCHISEE

See attached Schedule 2
[Insert Franchisee authorized representative company name]

By: _____

Name: _____

Title: _____

Date: _____

_____ [address]

_____ [city, state, zip code]

Attn: _____

NATIONAL SYSTEMS, LLC

By: _____

Name: _____

Title: _____

Date: _____

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In consideration for the Services that Supplier will provide to Franchisee, Digico is hereby obligated to pay certain fees (as set forth in Section 6.1 of this Agreement) on behalf of Franchisee and perform other obligations specifically related to Digico hereunder in accordance with its terms and conditions.

PH Digico LLC

By: _____

Name: _____

Title: _____

Date: _____

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SCHEDULE 2

_____, by executing below, represents and warrants that he/she is the authorized representative of the Company for each of the franchise entities listed below and has full authority to execute this Amended and Restated Online Order Agreement – Franchisee Adoption, for and on behalf of each Company.

_____
"Franchisee"

By: _____

Date: _____

Address: _____
_____

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LOCATION LICENSE AGREEMENT

STATE AMENDMENTS

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AMENDMENT TO PIZZA HUT, LLC
LOCATION FRANCHISE AGREEMENT

FOR THE STATE OF CALIFORNIA

The Pizza Hut, LLC Location Franchise Agreement ("**Agreement**") between the undersigned ("**Franchisee**") and Pizza Hut, LLC ("**PHLLC**") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement ("**Amendment**"):

CALIFORNIA LAW MODIFICATIONS

1. The California Department of Business Oversight requires that certain provisions contained in franchise documents be amended to be consistent with California law, including the California Franchise Investment Law, CAL. CORP. CODE Section 31000 et seq., and the California Franchise Relations Act, CAL. BUS. & PROF. CODE Section 20000 et seq. To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

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

b. The 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.).

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

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

e. If the Agreement contains a liquidated damages provision, this provision may not be enforceable under California law.

2. Each provision of this Amendment is effective only to the extent that the jurisdictional requirements of the California Franchise Investment Law and the California Franchise Relations Act, with respect to each such provision, are met independent of this Amendment. This Amendment will have no force or effect if such jurisdictional requirements are not met.

3. No statement, questionnaire, or acknowledgement signed or agreed to by a franchise 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.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Amendment on the same day and year that the Agreement has been executed.

PIZZA HUT, LLC

By: _____

Title: _____

[FRANCHISEE]

By: _____

Title:_____

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AMENDMENT TO PIZZA HUT, LLC
LOCATION FRANCHISE AGREEMENT

FOR THE STATE OF ILLINOIS

The Pizza Hut, LLC Location Franchise Agreement ("**Agreement**") between the undersigned ("**Franchisee**") and Pizza Hut, LLC ("**PHLLC**") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement ("**Amendment**"):

ILLINOIS LAW MODIFICATIONS

1. The Illinois Attorney General's Office requires that certain provisions contained in franchise documents be amended to be consistent with Illinois law, including the Franchise Disclosure Act of 1987, 815 ILCS 705/1 *et seq.* ("**Act**"). To the extent that this Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. If the Agreement requires that it be governed by a state's law, other than the state of Illinois, to the extent that such law conflicts with the Act (including judicial decisions interpreting the Act), Illinois law will govern.

b. In conformance with Section 4 of the Act, any provision in the Agreement that designates jurisdiction and venue in a forum outside of the state of Illinois is void. However, the Agreement may provide for arbitration to take place outside of Illinois.

c. Franchisee's rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Act.

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

2. Each provision of this Amendment will be effective only to the extent that the jurisdictional requirements of Illinois law applicable to the provisions are met independently of this Amendment. This Amendment will have no force or effect if such jurisdictional requirements are not met.

3. No statement, questionnaire, or acknowledgement signed or agreed to by a franchise 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.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Amendment on the same day and year that the Agreement has been executed.

PIZZA HUT, LLC

By: _____

Title: _____

[FRANCHISEE]

By: _____

Title: _____

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AMENDMENT TO PIZZA HUT, LLC
LOCATION FRANCHISE AGREEMENT

FOR THE STATE OF MARYLAND

The Pizza Hut, LLC Location Franchise Agreement ("**Agreement**") between the undersigned ("**Franchisee**") and Pizza Hut, LLC ("**PHLLC**") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement ("**Amendment**"):

MARYLAND LAW MODIFICATIONS

1. The Maryland Securities Division requires that certain provisions contained in franchise documents be amended to be consistent with Maryland law, including the Maryland Franchise Registration and Disclosure Law, MD. ANN. CODE, BUS. REG,. §§ 14-201 *et seq.* (2015 Repl. Vol.) ("**Law**"). To the extent that this Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Law.

b. Any acknowledgments or representations of the Franchisee made in the agreement which disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Law are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Law.

c. A Franchisee may bring a lawsuit in Maryland for claims arising under the Law.

d. The limitation on the period of time mediation and/or litigation claims must be brought shall not act to reduce the three-year statute of limitations afforded a Franchisee for bringing a claim arising under the Law. Any claims arising under the Law must be brought within three years after the grant of the license.

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the 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.

3. 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.

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IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Amendment on the same day and year that the Agreement has been executed.

PIZZA HUT, LLC

By: _____

Title: _____

[FRANCHISEE]

By: _____

Title: _____

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AMENDMENT TO PIZZA HUT, LLC
LOCATION FRANCHISE AGREEMENT

FOR THE STATE OF MINNESOTA

The Pizza Hut, LLC Location Franchise Agreement ("**Agreement**") between the undersigned ("**Franchisee**") and Pizza Hut, LLC ("**PHLLC**") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement ("**Amendment**"):

MINNESOTA LAW MODIFICATIONS

1. The Commissioner of Commerce for the state of Minnesota requires that certain provisions contained in franchise documents be amended to be consistent with Minnesota Franchise Act, Minn. Stat. Section 80C.01 et seq., and the Rules and Regulations promulgated under the Act (collectively, "**Franchise Act**"). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. The Minnesota Department of Commerce requires that PHLLC indemnify Minnesota Franchisees against liability to third parties resulting from claims by third parties that the Franchisee's use of PHLLC proprietary marks infringes trademark rights of the third party.

b. 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 license agreement. If the Agreement contains a provision that is inconsistent with the Franchise Act, the provisions of the Agreement shall be superseded by the Act's requirements and shall have no force or effect.

c. If the Franchisee is required in the Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Franchise Act, such release shall exclude claims arising under the Franchise Act, and such acknowledgments shall be void with respect to claims under the Franchise Act.

d. If the Agreement requires that it be governed by the law of a state other than the state of Minnesota or arbitration or mediation, those provisions shall not in any way abrogate or reduce any rights of the Franchisee as provided for in the Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota.

e. Any provision that requires the Franchisee to consent to a claims period that differs from the applicable statute of limitations period under Minn. Stat § 80C.17, Subd. 5. may not be enforceable under Minnesota.

2. Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the franchise disclosure document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, including your rights to any procedure, forum, or remedies provided for in that law.

3. The Agreement is hereby amended to delete all references to liquidated damages (as defined) in violation of Minnesota law; provided, that no such deletion shall excuse the Franchisee from liability for actual or other damages and the formula for liquidated damages in the Agreement shall be admissible as evidence of actual damages.

4. To the extent required by Minnesota Law, the Agreement is amended to delete all references to a waiver of jury trial.

5. All sections of the Agreement referencing PHLLC's right to obtain injunctive relief are hereby amended to refer to PHLLC's right to seek to obtain.

6. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Franchise 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.

7. 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

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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.

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IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Amendment on the same day and year that the Agreement has been executed.

PIZZA HUT, LLC

By: _____

Title: _____

[FRANCHISEE]

By: _____

Title: _____

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AMENDMENT TO PIZZA HUT, LLC
LOCATION FRANCHISE AGREEMENT

FOR THE STATE OF NEW YORK

The Pizza Hut, LLC Location Franchise Agreement ("**Agreement**") between the undersigned ("**Franchisee**") and Pizza Hut, LLC ("**PHLLC**") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement ("**Amendment**"):

NEW YORK LAW MODIFICATIONS

1. The New York Department of Law requires that certain provisions contained in franchise documents be amended to be consistent with New York law, including the General Business Law, Article 33, Sections 680 through 695 ("**Law**"). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

   a. If the Franchisee is required in the Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Law, regulation, rule, or order under the Law, such release shall exclude claims arising under the Law and the regulations promulgated thereunder, and such acknowledgments shall be void. It is the intent of this provision that non-waiver provisions of Sections 687.4 and 687.5 of the Law be satisfied.

   b. If the Agreement requires that it be governed by the law of a state, other than the state of New York, the choice of law provision shall not be considered to waive any rights conferred upon the Franchisee under the Law.

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the 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.

3. No statement, questionnaire, or acknowledgement signed or agreed to by a franchise 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.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Amendment on the same day and year that the Agreement has been executed.

PIZZA HUT, LLC

By:_____

Title:_____

[FRANCHISEE]

By: _____

Title:_____

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AMENDMENT TO PIZZA HUT, LLC
LOCATION FRANCHISE AGREEMENT

FOR THE STATE OF NORTH DAKOTA

The Pizza Hut, LLC Location Franchise Agreement ("**Agreement**") between the undersigned ("**Franchisee**") and Pizza Hut, LLC ("**PHLLC**") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement ("**Amendment**"):

NORTH DAKOTA LAW MODIFICATIONS

1. The North Dakota Securities Commissioner requires that certain provisions contained in franchise documents be amended to be consistent with North Dakota law, including the North Dakota Franchise Investment Law, North Dakota Century Code Annotated Chapter 51-19, Sections 51-19-01 through 51-19-17. To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. If the Franchisee is required in the Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Law, or a rule or order under the Law, such release shall exclude claims arising under the North Dakota Franchise Investment Law, and such acknowledgments shall be void with respect to claims under the Law.

b. Covenants not to compete during the term of and upon termination or expiration of the Agreement are enforceable only under certain conditions according to North Dakota Law. If the Agreement contains a covenant not to compete which is inconsistent with North Dakota Law, the covenant may be unenforceable.

c. If the Agreement requires litigation to be conducted in a forum other than the state of North Dakota, the requirement is void with respect to claims under the North Dakota Franchise Investment Law.

d. If the Agreement requires that it be governed by the law of a state, other than the state of North Dakota, to the extent that such law conflicts with North Dakota Law, North Dakota Law will control.

e. If the Agreement requires mediation or arbitration to be conducted in a forum other than the state of North Dakota, the requirement may be unenforceable under the North Dakota Franchise Investment Law. Arbitration involving a License purchased in the state of North Dakota must be held either in a location mutually agreed upon prior to the arbitration or if the parties cannot agree on a location, the location will be determined by the arbitrator.

f. If the Agreement requires payment of a termination penalty, the requirement may be unenforceable under the North Dakota Franchise Investment Law.

g. Any provision that provides that the parties waive their right to a jury trial may not be enforceable under North Dakota law.

h. Any provision that provides that the Franchisee consent to a waiver of punitive and exemplary damages may not be enforceable under North Dakota Law.

i. Any provision that requires the Franchisee to consent to a claims period that differs from the applicable statute of limitations period under North Dakota Law may not be enforceable under North Dakota Law.

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the North Dakota Franchise Investment 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.

3. No statement, questionnaire, or acknowledgement signed or agreed to by a franchise 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

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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.

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IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Amendment on the same day and year that the Agreement has been executed.

PIZZA HUT, LLC

By:_____

Title:_____

[FRANCHISEE]

By: _____

Title:_____

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AMENDMENT TO PIZZA HUT, LLC
LOCATION FRANCHISE AGREEMENT

FOR THE STATE OF RHODE ISLAND

The Pizza Hut, LLC Location Franchise Agreement ("**Agreement**") between the undersigned ("**Franchisee**") and Pizza Hut, LLC ("**PHLLC**") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement ("**Amendment**"):

RHODE ISLAND LAW MODIFICATIONS

1. The Rhode Island Securities Division requires that certain provisions contained in franchise documents be amended to be consistent with Rhode Island law, including the Franchise Investment Act, R.I. Gen. Law. §§ 19-28.1-1 to 19-28.1-34. To the extent that this Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

   a. If this Agreement requires litigation to be conducted in a forum other than the state of Rhode Island, the requirement is void with respect to any claims brought under Rhode Island Franchise Investment Act Sec. 19-28.1-14.

   b. If this Agreement requires that it be governed by a state's law, other than the state of Rhode Island, to the extent that such law conflicts with Rhode Island Franchise Investment Act it is void under Section 19-28.1-14.

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Rhode Island Franchise Investment 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.

3. No statement, questionnaire, or acknowledgement signed or agreed to by a franchise 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.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Amendment on the same day and year that the Agreement has been executed.

PIZZA HUT, LLC

By:_____

Title:_____

[FRANCHISEE]

By: _____

Title:_____

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AMENDMENT TO PIZZA HUT, LLC
LOCATION FRANCHISE AGREEMENT

FOR THE STATE OF WASHINGTON

The Pizza Hut, LLC Location Franchise Agreement ("**Agreement**") between the undersigned ("**Franchisee**") and Pizza Hut, LLC ("**PHLLC**") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement ("**Amendment**"):

WASHINGTON LAW MODIFICATIONS

1. The Director of the Washington Department of Financial Institutions requires that certain provisions contained in franchise documents be amended to be consistent with Washington law, including the Washington Franchise Investment Protection Act, Wash. Rev. Code §§ 19.100.010 to 19.100.940 ("**Act**"). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. The Act provides rights to Franchisee concerning nonrenewal and termination of the Agreement. If the Agreement contains a provision that is inconsistent with the Act, the Act will control.

b. If the Franchisee is required in the Agreement to execute a release of claims, such release shall exclude claims arising under the Act; except when the release is executed under a negotiated settlement after the Agreement is in effect and where the parties are represented by independent counsel. If there are provisions in the Agreement that unreasonably restrict or limit the statute of limitations period for claims brought under the Act, or other rights or remedies under the Act, those provisions may be unenforceable.

c. If the Agreement requires litigation, arbitration, or mediation to be conducted in a forum other than the state of Washington, the requirement may be unenforceable under Washington law. Arbitration involving a Franchise purchased in the state of Washington, must either be held in the state of Washington or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

d. If the Agreement requires that it be governed by the law of a state, other than the state of Washington, and there is a conflict between the law and the Act, the Act will control.

e. Transfer fees are collectable to the extent that they reflect PHLLC's reasonable estimated or actual costs in effecting a transfer.

2. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

3. 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.

4 Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Washington 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.

5. No statement, questionnaire, or acknowledgement signed or agreed to by a franchise 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.

(Signature page is the next page)

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IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Amendment on the same day and year that the Agreement has been executed.

PIZZA HUT, LLC

By:_____

Title:_____

[FRANCHISEE]

By: _____

Title:_____

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EXHIBIT C-2

STATE ADDENDA TO DISCLOSURE DOCUMENT

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CALIFORNIA

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 FRANCHISE DISCLOSURE DOCUMENT.

The California Department of Financial Protection and Innovation requires that certain provisions contained in franchise documents be amended to be consistent with California law, including the California Franchise Investment Law, CAL. CORP. CODE Section 31000 *et seq*., and the California Franchise Relations Act, CAL. BUS. & PROF. CODE Section 20000 *et seq*. To the extent that the franchise disclosure document and/or Franchise Agreement contain provisions that are inconsistent with the following, such provisions are hereby amended:

The following is added to Item 3 of the disclosure document:

> Neither PHLLC, nor any person identified in Item 2 of the disclosure document, is subject to any current effective order of any national securities association or national securities exchange as defined in the Securities Exchange Act of 1934, U.S.C.A., 78a et. seq., suspending or expelling such persons from membership in such association or exchange.

Item 17 of the disclosure document is supplemented by the following:

> 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.
>
> You must sign a release if you renew or transfer your franchisee. California Corporations Code voids a waiver of your rights under the Franchise Investment Law (California Corporations Code 31000 through 31516). Business and Professions Code 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code 20000 through 20043).
>
> The Franchise Agreement contains a covenant not to compete that extends beyond the expiration or termination of the Agreement. This provision may not be enforceable under California law.
>
> Certain liquidated damages clauses are unenforceable under California Civil Code Section 1671.
>
> The Franchise Agreement requires application of the laws of Texas. This provision may not be enforceable under California law.
>
> The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. § 101 et seq.).
>
> The Franchise Agreement requires binding arbitration. The arbitration will occur at our then-current principal place of business with the costs being borne by equally by the parties, unless rules for special hearings require otherwise. 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.

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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.

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.

Our Website can be found at www.pizzahutfranchise.com. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION at www.dfpi.ca.gov.

SECTION 31125 OF THE FRANCHISE INVESTMENT LAW REQUIRES US TO GIVE TO YOU A FRANCHISE DISCLOSURE DOCUMENT APPROVED BY THE COMMISSIONER OF THE DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION BEFORE WE ASK YOU TO CONSIDER A MATERIAL MODIFICATION OF YOUR FRANCHISE AGREEMENT.

REGISTRATION OF THIS DISCLOSURE DOCUMENT DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE COMMISSIONER.

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

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inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor**.**

ILLINOIS

The following is added to Item 17 of the disclosure document:

> If the franchise agreement requires that it be governed by a state's law, other than the state of Illinois, to the extent that such law conflicts with the Illinois Franchise Disclosure Act (including judicial decisions interpreting the Act), Illinois law will govern.
>
> Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration in a venue outside of Illinois.
>
> Section 41 of the Illinois Franchise Disclosure Act provides that 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 or Illinois is void.
>
> Your rights upon termination and non-renewal of a Franchise Agreement are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure act.

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.

MARYLAND

Item 17 of the disclosure document is supplemented by the following:

(a) The general release required as a condition of renewal, sale, and/or assignment shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

(b) If any contrary provision in the Franchise Agreement, any claims arising under the Maryland Franchise Law must be brought within three years after the grant of the franchise.

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

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

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.

MINNESOTA

The following is added to Item 13 of the disclosure document:

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We will protect your right to use the trademarks, service marks, trade names, logos, or other commercial symbols or will indemnify you from any loss, costs, or expenses arising out of any claim, suit, or demand regarding the use of the marks to the extent required by Minnesota law.

The following is added to Item 17 of the disclosure document:

Under Minnesota law, and except in certain specified cases, we must give you 90 days' notice of termination with 60 days to cure. We also must give you at least 180 days' notice of our intention not to renew a franchise and sufficient opportunity to recover the fair market value of the franchise as a going concern. To the extent that the Franchise Agreement is inconsistent with the Minnesota law, the Minnesota law will control.

To the extent that any condition, stipulation, or provision contained in the Franchise Agreement (including any choice of law provision) purports to bind any person who, at the time of acquiring a franchise is a resident of Minnesota, or, in the case of a partnership or corporation, organized or incorporated under the laws of Minnesota, or purporting to bind a person acquiring any franchise to be operated in Minnesota to waive compliance with the Minnesota Franchises Law, such condition, stipulation, or provision may be void and unenforceable under the non-waiver provision of the Minnesota Franchises Law.

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.

NEW YORK

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, INVESTOR PROTECTION BUREAU, 28 LIBERTY, 21ST FLOOR, NEW YORK, NEW YORK 10005.

The following is added to Item 3 of the disclosure document:

Neither we nor any person identified in Item 2 of this Franchise Disclosure Document, has been convicted of a felony or pleaded *nolo contendere* to a felony charge or has, during or within the 10-year period immediately preceding the application for registration or amendment of the franchise registration (as applicable), been convicted of a misdemeanor charge.

The following is added to Item 4 of the disclosure document:

During the 10-year period immediately before the date of the disclosure document, no person previously identified in Items 1 or 2 of this disclosure document has: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership

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that filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within one year after the officer or general partner of PHLLC held this position in the company or partnership.

The following is added to Item 5 and Item 7 of the disclosure document:

All franchise fees are applied to the franchisor's general operating fund. All obligations of the franchisor, whether to franchisee or otherwise, are paid out of this fund.

The following is added to Item 17 of the disclosure document:

Any condition, stipulation, or provision contained in the Franchise Agreement which purports to bind you to waive compliance with any provision of the New York General Business Law (Section 33, Sections 680 through 695) or any rule promulgated thereunder, may be void and unenforceable under the non-waiver provision of such law.

New York General Business Law, §687.5, prohibits us from requiring a franchisee to assent to a release, assignment, novation, waiver, or estoppel that would relieve a person from any duty or liability imposed by such law. To the extent the Franchise Agreement requires you to waive or release any claims you may have against us, or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation, or action that would serve to relieve any person from liability under the New York General Business Law, such release, waiver, or acknowledgment shall not apply and shall be void to the extent that they would violate the non-waiver provisions of the New York General Business Law.

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.

NORTH DAKOTA

The State of North Dakota has determined that the following types of provisions are deemed to be contrary to North Dakota law:

(a) A provision requiring a North Dakota franchisee to sign a general release upon renewal of the franchise agreement;

(b) A provision requiring a North Dakota franchisee to consent to termination penalties or liquidated damages;

(c) A provision requiring a North Dakota franchisee to consent to the

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jurisdiction of courts outside the state of North Dakota;

(d) A provision restricting the time in which a North Dakota franchisee may make a claim to less than the applicable North Dakota statute of limitations;

(e) A provision calling for the waiver by a North Dakota franchisee of the right to trial by jury;

(f) A provision requiring a North Dakota franchisee to consent to a waiver of exemplary and punitive damages.

North Dakota Century Code Section 9-08-06 subjects covenants not to compete to the provisions of that statute. The covenants not to compete contained within the Franchise Agreement are subject to Section 9-08-06 and may be unenforceable under North Dakota law.

The site of any mediation or arbitration of the parties' disputes shall be at a site mutually agreeable to all parties. If all parties cannot agree upon a location, the arbitration or mediation shall be Fargo, North Dakota.

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.

RHODE ISLAND

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."

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.

VIRGINIA

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the franchise disclosure document for use in the Commonwealth of Virginia is amended to include the following statements in Item 17.h.:

> Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for PHLLC 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 law of Virginia, that provision may not be enforceable.

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

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WASHINGTON

The state of Washington has a statute, RCW 19.100.180 which may supersede the franchise agreement in your relationship with PHLLC, including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with PHLLC, including the areas of termination and renewal of your franchise. Therefore, the following is added to the Summary column in Item 17o.: "Upon expiration or termination of the franchise agreement, we may be required to purchase certain of your assets related to your operation of the Franchised Business, if RCW 19.100.180 applies."

In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights, or remedies under the Act, such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect PHLLC's reasonable estimated or actual costs in effecting a transfer.

No Poach Investigation

In re: Franchise No Poaching Provisions (Pizza Hut, LLC), No. 18-2-22882-4SEA

On September 13, 2018, PHLLC entered into an Assurance of Discontinuance (AOD) with the Attorney General for the State of Washington. In February 2018, the Washington State Attorney General had initiated an investigation by issuing Civil Investigative Demands to numerous franchisors regarding so-called "no poach" provisions in franchise contracts. The Attorney General alleged that the so-called "no-poach" provisions violated Washington state anti-trust laws. PHLLC provided information to the Attorney General about its prior-consent provision, which prior to late 2017 had been included in standard franchise agreements and which applied only to senior level employees who had worked for PHLLC or a franchisee in the previous six months at the pay grade of Restaurant General Manager (RGM) and above. By entering into the AOD, PHLLC admitted no wrongdoing, and confirmed that it had already removed the provision from new franchise and license agreements. It also agreed to amend its franchise and license agreements in the State of Washington, and not to enforce the provision in legacy agreements while it removed the language from agreements in the ordinary course of ongoing activities and/or transactions with franchisees and licensees. No damages, costs, fines, or penalties were levied as part of the AOD.

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.

WISCONSIN

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The following is added to Item 17 of the disclosure document:

> For Wisconsin franchisees, Ch. 135, Wisconsin Statutes, the Wisconsin Fair Dealership Law, supersedes any provisions of the Franchise Agreement or a related contract which is inconsistent with the Law.

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.

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EXHIBIT D

RELEASE AND ASSIGNMENT

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#_____

RELEASE AND ASSIGNMENT

FOR VALUE RECEIVED AND HEREBY ACKNOWLEDGED, the undersigned ("you"), on behalf of itself and its parents, subsidiaries, affiliates, predecessors, successors, and assigns, and each such entity's employees, owners, officers, directors, and each foregoing individual's spouse, heirs, executors, administrators, and representatives (the "Releasing Parties") hereby FULLY AND FOREVER RELEASES AND DISCHARGES Pizza Hut, LLC, its parent, its subsidiaries and affiliates, and each such entity's owners, officers, directors, agents, servants, employees, successors and assigns, heirs, executors, and administrators (the "**Franchisor Parties**"), of and from any and all action, causes of action, claims, demands, damages, costs, loss of service, expenses, and compensation ("**Claims**"), which now exist or may hereafter arise on account of or arising out of any matter or thing which has happened, developed, or occurred, before the signing of this, because of or arising from the franchise rights hereinafter assigned, and all other Franchise Agreements now in existence between you and Pizza Hut, LLC; provided, however, that nothing contained in this release is intended to disclaim or require the undersigned to waive reliance on any representation that Pizza Hut, LLC made in the Franchise Disclosure Document that Pizza Hut, LLC provided to the undersigned.

YOU SELL, ASSIGN, AND TRANSFER unto _____, Assignee, its successors and assigns, all right, title, and interest in and to that certain Location Franchise Agreement dated _____, granted by Pizza Hut, LLC for the operation of Pizza Hut restaurants at Locations listed in Appendix B to said Location Franchise Agreement.

IF THE FRANCHISE THE RELEASING PARTIES WILL OPERATE UNDER THE LOCATION FRANCHISE AGREEMENT IS LOCATED IN CALIFORNIA OR ANY OF THE RELEASING PARTIES IS A RESIDENT OF CALIFORNIA, THE FOLLOWING SHALL APPLY:

> **SECTION 1542 ACKNOWLEDGMENT.** IT IS YOUR INTENTION, ON YOUR OWN BEHALF AND ON BEHALF OF THE RELEASING PARTIES, IN EXECUTING THIS RELEASE THAT THIS INSTRUMENT BE AND IS A GENERAL RELEASE WHICH SHALL BE EFFECTIVE AS A BAR TO EACH AND EVERY CLAIM, DEMAND, OR CAUSE OF ACTION RELEASED BY YOU OR THE RELEASING PARTIES. YOU RECOGNIZE THAT YOU OR THE RELEASING PARTIES MAY HAVE SOME CLAIM, DEMAND, OR CAUSE OF ACTION AGAINST THE FRANCHISOR PARTIES OF WHICH YOU, HE, SHE, OR IT IS TOTALLY UNAWARE AND UNSUSPECTING, WHICH YOU, HE, SHE, OR IT IS GIVING UP BY EXECUTING THIS RELEASE. IT IS YOUR INTENTION, ON YOUR OWN BEHALF AND ON BEHALF OF THE RELEASING PARTIES, IN EXECUTING THIS INSTRUMENT THAT IT WILL DEPRIVE YOU, HIM, HER, OR IT OF EACH SUCH CLAIM, DEMAND, OR CAUSE OF ACTION AND PREVENT YOU, HIM, HER, OR IT FROM ASSERTING IT AGAINST

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THE FRANCHISOR PARTIES. IN FURTHERANCE OF THIS INTENTION, YOU, ON YOUR OWN BEHALF AND ON BEHALF OF THE RELEASING PARTIES, EXPRESSLY WAIVE ANY RIGHTS OR BENEFITS CONFERRED BY THE PROVISIONS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH PROVIDES AS FOLLOWS:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

YOU ACKNOWLEDGE AND REPRESENT THAT YOU HAVE CONSULTED WITH LEGAL COUNSEL BEFORE EXECUTING THIS RELEASE AND THAT YOU UNDERSTAND ITS MEANING, INCLUDING THE EFFECT OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, AND EXPRESSLY CONSENT THAT THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH AND ALL OF ITS EXPRESS TERMS AND PROVISIONS, INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO THE RELEASE OF UNKNOWN AND UNSUSPECTED CLAIMS, DEMANDS, AND CAUSES OF ACTION.

YOU hereby warrant that you are the sole franchisee herein, that no other persons, partnership, or corporation has any right, title, or interest in said Location Franchise Agreement and that you have full authority as evidenced by the attached Certificate of Resolution to execute this Release and Assignment on behalf of the corporation/limited liability company and all its shareholders and directors/members.

DATED this _____ day of _____, 20____, to be effective the _____ day of _____, 20___.

ATTEST:

_____
, Secretary

_____
By:_____
, President

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CONSENT

Pizza Hut, LLC hereby consents to the assignment of the above-referenced Location Franchise Agreement, conditioned upon the Assignee's acceptance and agreement to abide by all terms and conditions thereof and assumption of all obligations thereunder, subject to Assignee's execution of a Personal Guaranty and Assumption of Obligations.

DATED this _____ day of _____, 20__

WITNESS: PIZZA HUT, LLC

_____ By: _____

_

Julie L. Shultz

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CERTIFICATE OF RESOLUTION

I, _____, do hereby certify that I am the duly elected, qualified, and acting President and Secretary of _____, a corporation/limited liability company duly organized and existing under the laws of the State of _____, and at a meeting of the shareholders/members and directors of said corporation/limited liability company, duly called and held on the _____ day of _____, 20___, at which meeting a quorum was present and acting at all times, the following resolution was adopted:

RESOLVED, that pursuant to the Articles of Incorporation, Bylaws, Rules and Regulations of this Corporation/Articles of Organization and Operating Agreement, the President and Secretary of said Corporation/limited liability company are hereby authorized and directed to execute a Release and Assignment of its Pizza Hut Location Franchise Agreement on behalf of said Corporation/limited liability company and all its shareholders/members and directors and to do such acts and things as may be necessary to carry out the purposes of this Resolution.

ATTEST: _____

_____ By: _____

, President , Secretary

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#_____

ACCEPTANCE

_____, Assignee, hereby accepts assignment of that certain Location Franchise Agreement dated _____, and agrees to abide by all terms and conditions thereof and assume all obligations thereunder, and agrees to execute a Personal Guaranty and Assumption of Obligations. Assignee hereby fully and forever releases and discharges Pizza Hut, LLC, its parent, its subsidiaries and affiliates, their officers, directors, agents, servants, employees, successors and assigns, heirs, executors, and administrators, of and from any and all action, causes of action, claims, demands, damages, costs, loss of service, expenses, and compensation, which now exist or may hereafter arise on account of or arising out of any matter or thing which has happened, developed, or occurred, before the signing of this, because of or arising from the franchise rights hereinafter assigned, and all other Franchise Agreements now in existence between Assignee and Pizza Hut, LLC The undersigned agrees to be responsible for any debts owed to Pizza Hut, LLC, its subsidiaries or affiliates arising from the transfer of the Location Franchise Agreement from and after the _____ day of _____, _____.

DATED this _____ day of _____, _____.

ATTEST: _____

_____ By: _____

, Vice President , President

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EXHIBIT E-1

PEPSI-COLA BEVERAGE SUPPLY AND MARKETING AGREEMENT- FRANCHISEE ADOPTION AGREEMENT

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2017 PEPSI-COLA BEVERAGE SUPPLY AND MARKETING AGREEMENT

Franchisee Adoption Agreement

By executing this **FRANCHISEE ADOPTION AGREEMENT** effective this _____ day of _____, 202_ (the "Effective Date"), the undersigned franchisee, licensee or joint venture ("Participating Franchisee") of **YUM! BRANDS, INC.** (for itself and/or its wholly owned subsidiaries, KFC Corporation, Pizza Hut, LLC (including WingStreet) and Taco Bell Corp.) (collectively, "Yum!") agrees to be bound by the terms and conditions of the 2017 Pepsi-Cola Beverage Supply and Marketing Agreement ("Agreement") between Yum! and **PEPSICO SALES, INC.** ("Pepsi"), dated January 1, 2017.

Participating Franchisee agrees to be bound to Pepsi under the terms and conditions of the Agreement for purposes of Participating Franchisee's performance of all of Participating Franchisee's obligations pursuant to the Agreement, and, as between Pepsi and Participating Franchisee, to confer upon Pepsi all rights and benefits of the Agreement as applicable to Pepsi.

Pepsi agrees to be bound to Participating Franchisee under the terms and conditions of the Agreement for purposes of its performance of all of Pepsi's obligations pursuant to the Agreement, and, as between Pepsi and Participating Franchisee, to confer upon Participating Franchisee all rights and benefits of the Agreement as applicable to Participating Franchisee. Pepsi acknowledges that there are certain terms and conditions of performance expressly set forth in the Agreement that only Yum! is responsible to fulfill and the Participating Franchisee is not obligated to fulfill these Yum! terms and conditions.

Capitalized terms not otherwise defined in this Franchisee Adoption Agreement shall have the meaning as defined in the Agreement.

The Agreement is attached hereto as Schedule "1."

[END OF TEXT - SIGNATURE PAGE FOLLOWS]

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[SIGNATURE PAGE TO FRANCHISEE ADOPTION AGREEMENT TO THE 2017 PEPSI-COLA BEVERAGE SUPPLY AND MARKETING AGREEMENT]

Agreed and Accepted.

PARTICIPATING FRANCHISEE:

By: _____

Printed: _____

Title: _____

Participating Franchisee (for itself

and the affiliated entities referenced below)

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

PEPSICO SALES, INC.

By: _____

Printed: _____

Title: _____

PEPSI-COLA ADVERTISING AND MARKETING, INC.

By: _____

Printed: _____

Title: _____

(Please type additional entities on the following page):

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Participating Franchisee Affiliate Entities (Cont.):

Business Address:

Email Address:

Telephone Number:

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EXHIBIT E-2

COMCAST ADOPTION AGREEMENT

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COMCAST

FRANCHISEE ADOPTION AGREEMENT

By executing this ADOPTION AGREEMENT effective this _____ day of _____, 20__, the undersigned franchisee, licensee or joint venture ("**Franchisee**") of Pizza Hut, LLC ("**Pizza Hut**") agrees to be bound by the terms and conditions of the Pizza Hut LLC Adoption Agreement between Pizza Hut and Comcast Cable Communications Management, LLC**,** and its operating affiliates, ("**Supplier**"), dated August 15, 2017, and to be bound to the terms and conditions of the Statement of Work #1 – Primary Source Award ("**SOW**") between Pizza Hut and Supplier, dated [INSERT DATE], for purposes of any purchases of products or services by Franchisee under such SOW.

Agreed and Accepted.

[INSERT NAME OF FRANCHISEE]	**Comcast Cable Communications Management, LLC**
By: _____	By: _____
Printed: _____	Printed: _____
Title: _____	Title: _____
Date: _____	Date: _____

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EXHIBIT F

CONFIDENTIALITY AGREEMENT

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Pizza Hut, LLC ♦ 1700 Corporate Drive ♦ Plano, TX 75024 ♦ 972-338-7700 ♦

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("**Agreement**") is being entered into between Pizza Hut, LLC ("**PHLC**") and _____ ("**you**" or "**your**") on the dates set forth below.

PHLLC and you plan to discuss matters relating to the possible development or acquisition of Pizza Hut® restaurants ("**Contemplated Transaction**"), which discussions PHLLC may end at any time, without notice. PHLLC may also modify its procedures relating to the Contemplated Transaction at any time, in its sole discretion, without notice.

In the course of your discussions with PHLLC, one party may disclose to the other data and/or information that is proprietary and/or confidential, including without limitation the disclosing party's (or its affiliates') trade secrets (PHLLC's trade secrets, "**Brand Standards**"), and non-public information related to the business, future plans and strategies, sales, finances, operations, assets, leases, or affairs of the disclosing party or its affiliates, whether provided to the other party before or after the date hereof, orally or in writing, in connection with the Contemplated Transaction, including, without limitation, the fact that the Contemplated Transaction is being discussed with PHLLC (collectively, "**Transaction Information**"). PHLLC and its representatives make no representations or warranties as to the accuracy or completeness of any Transaction Information.

Additionally, if the Contemplated Transaction closes, PHLLC plans to provide you and your employees with certain training ("**Training**"). This Training may include information regarding trade areas and markets, System Restaurant performance and financial information, asset development costs, recipes, processes, product mix, sales data, restaurant training, training courses and related documentation, technical knowledge, business and marketing plans, operational data and customer lists, and any other material or information that due to its character and nature a reasonable person under like circumstances would treat as confidential (collectively, "**Training Information**") (Transaction Information and Training Information, collectively, "**Confidential Information**").

The parties hereby agree that the receiving party will not **(i)** except as otherwise provided in the following paragraph, disclose any Confidential Information to any third party; **(ii)** use any Confidential Information for any purpose or in any manner other than in connection with the Contemplated Transaction or Training, as applicable; or **(iii)** disclose the fact that discussions or negotiations are taking place or have taken place regarding the Contemplated Transaction or potential business relationship between PHLLC and you. In the event the discussions between the parties end without an executed written agreement with respect to the Contemplated Transaction, all parties will return promptly to the disclosing party all written Confidential Information previously disclosed by such party and will discard any copies thereof.

You may disclose Transaction Information, but not Training Information, to prospective lenders or other professional advisors in connection with the Contemplated Transaction; provided that, as a condition to such disclosure, such lender or advisor agrees to be bound by the terms of this Agreement and provided further that any disclosure of Transaction Information to such lender or advisor is limited to the information necessary for such third party to evaluate the Contemplated Transaction and consult with you in connection with the Contemplated Transaction. Any use by any prospective lender or other professional advisor of any Confidential Information for any purpose other than in connection with the Contemplated Transaction is strictly prohibited. Without limiting the foregoing, any such third party is prohibited from using any Confidential Information in connection with the possible sale of other restaurant brands affiliated with Yum! Brands, Inc. and its affiliates, including but not limited to, Taco Bell Franchisor, LLC and KFC US, LLC. Any breach of this Agreement or disclosure of Confidential Information by your lenders or advisors will be considered a breach of this Agreement by you.

PHLLC and you acknowledge and agree that the obligations set forth above will not apply to any information that **(i)** is in the possession of the receiving party at the time of disclosure; **(ii)** is or becomes known to the public generally through no fault of the receiving party; **(iii)** is obtained lawfully from a third party who is not known by the receiving party to have obtained such information from the disclosing party under an obligation

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of confidentiality, or **(iv)** is developed by the receiving party as a result of its own efforts and without knowledge or use of the Confidential Information.

Each party, as a receiving party, will indemnify and hold harmless the other party, as a disclosing party, from and against any and all damages, liabilities, costs, and expenses (including reasonable attorneys' fees) incurred by the disclosing party by reason of a breach by the receiving party (or its third party advisors) of any of its representations or covenants contained herein.

You will limit your discussions regarding the Contemplated Transaction only to those PHLLC employees specifically identified in advance by PHLLC. Additionally, you will not, without the prior written consent of PHLLC, speak to any employee of any restaurant involved in the Contemplated Transaction about **(i)** the possible sale of the restaurant or anything concerning the Contemplated Transaction, or **(ii)** any information specific to such restaurant or the market area. Further, you will not **(i)** take, or cause to be taken, pictures or other images, either inside or out, of the restaurants that are subject to the Contemplated Transaction, or **(ii)** request from the restaurant employees a tour of the back-of-the-house of any restaurant involved in the Contemplated Transaction. Notwithstanding the foregoing, you may visit the restaurants as a customer.

You hereby agree that PHLLC or its affiliates may order a consumer credit report from a credit reporting agency with respect to you. You further agree that PHLLC has a legitimate business need for the information contained therein. Therefore, you hereby authorize any consumer credit reporting agency chosen by PHLLC or its affiliates to conduct a credit search, update such search as necessary, and deliver the results of the searches to PHLLC. Moreover, you hereby forever release and waive any claim or claims you have or may have, known or unknown, suspected or unsuspected, against PHLLC or its affiliates resulting from any such searches or the use of such information by PHLLC or its affiliates in evaluating whether to consummate the Contemplated Transaction, to the extent permitted by law. You hereby expressly acknowledge that any and all rights granted under section 1542 of the California Civil Code, or any similar federal or state statute, are hereby expressly waived. Section 1542 of the California Civil Code provides:

> A general release does not extend to claims which the creditor does not know or suspect to 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.

This Agreement will become effective on the earlier to occur of **(i)** the date any party first receives Confidential Information or **(ii)** the date of execution of this Agreement. The obligations set forth in this Agreement relating to Transaction Information will terminate and expire on the earlier to occur of **(i)** the execution by the parties of a Franchise Agreement(s) or **(ii)** three years following the date of this Agreement; except that, your obligation to keep confidential PHLLC's Brand Standards is perpetual. If you and PHLLC enter into a Franchise Agreement(s), then the confidentiality covenants set forth in such Franchise Agreement(s) will supersede your confidentiality covenants set forth in this Agreement.

This Agreement may not be amended or supplemented, except in a writing, and signed by all parties.

If any provision of this Agreement is held to be invalid or unenforceable pursuant to a final determination of a court of competent jurisdiction, or as a result of future legislative action, such determination or action will be construed so as not to affect the validity or enforceability of this Agreement or any other portion hereof.

This Agreement and the rights, duties, and obligations of the parties to this Agreement will be interpreted, construed, performed, and enforced in accordance with, and will be governed by, the laws of the State of Texas. Any action brought to enforce the terms of the Agreement must be filed in the State or Federal Court located in Collin County, Texas, and the parties agree to the jurisdiction of the Courts of the State of Texas for resolving any claims or actions arising from this Agreement or its interpretation.

This Agreement is hereby entered into on the dates set forth below.

Pizza Hut, LLC	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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EXHIBIT G

PIZZA HUT LEARNING MANAGEMENT SYSTEM SERVICES AND SUPPORT AGREEMENT

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PIZZA HUT LEARNING MANAGEMENT SYSTEM SERVICES AND SUPPORT AGREEMENT

THIS PIZZA HUT LEARNING MANAGEMENT SYSTEM SERVICES AND SUPPORT AGREEMENT ("**Agreement**") is entered into by and between PIZZA HUT, LLC, with an office located at 7100 Corporate Drive, Plano, Texas 75024 ("**PHLLC**"), and the franchise organization signing below ("**Franchisee**").

WHEREAS, Franchisee is a current Pizza Hut franchisee;

WHEREAS, PHLLC has developed an on-line training program known as the Learning Management System (the "LMS Service(s)") and offers the LMS Services to its franchisees;

WHEREAS, Franchisee desires to participate in the LMS Services for its PIZZA HUT® restaurant(s); and

NOW, THEREFORE, in consideration of the mutual promises and agreements made herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

A. **DEFINITIONS**. Unless the context otherwise provides, the terms below will have the specified meaning for all purposes of this Agreement

1. "**Agreement**" means this Learning Management System Service and Support Agreement, including all exhibits and schedules attached hereto.

2. "**Effective Date**" means the first date in which Franchisee signs this Agreement.

3. **"Franchise Agreement"** means the applicable agreement conferring franchise rights and responsibilities by and between PHLLC and the Franchisee.

4. **"Franchisee Restaurant Locations"** means the specific restaurant locations for which Franchisee would like to use the LMS Services, as specified in the Restaurant Sign Up Form.

5. **"Restaurant Sign Up Form"** means the online form with the information required to set up each Franchisee Restaurant Location for the LMS Services, found on "teampizzahut.com" or as otherwise directed by PHLLC;

6. **"Technical Specifications"** means the equipment required to operate the LMS Services, as specified in the Technology Brand Standards.

7. **Technology Brand Standards.** Specific guidelines and/or technical specifications that are critical to ensure adoption, implementation, and maintenance of information security practices that protect the Pizza Hut Brand image, proprietary competitive data, and customer information, among other things.

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8. **"Security Approver"** means a person assigned by the Franchisee to approve/deny requests for LMS Services access for any franchise associates, field questions, and reset passwords, as specified in Exhibit 3, attached hereto and incorporated herein.

9. **"Term"** means the Effective Date until Franchisee or PHLLC cancels the LMS Services pursuant to Section E.

B. FRANCHISEE RESPONSIBILITIES.

During the Term, and in addition to the other responsibilities and obligations set forth herein, Franchisee shall have the following responsibilities and obligations in connection with the LMS Services:

1. Franchisee must acquire and maintain in good working order, at its own expense, broadband connectivity and the other Technical Specifications as specified in the Technology Brand Standards.

2. Franchisee must:

   (a) Complete all the information on the Restaurant Sign Up Form; and

   (b) Complete and execute (sign) this Agreement; by doing so Franchisee acknowledges and agrees to the information set forth in Exhibit 2; and

   (c) Fax this Agreement, along with the Restaurant addendum, to PHLLC.

3. At least 30 days prior to the implementation of LMS Services, Franchisee must:

   (a) Meet all requirements set forth in the Technology Brand Standards;

   (b) Provide the required information to PHLLC; and

   (c) Assign a Security Approver within their organization to manage ongoing user access and execute the Security Approver Agreement (Exhibit 3).

4. Consistent with the Franchise Agreement, Franchisee will be solely responsible for all of Franchisee's employment practices. Franchisee will protect, defend, and indemnify (including costs, expenses and reasonable attorneys' fees) PHLLC, its affiliates, officers, and employees, from any and all proceedings, claims, and causes of action instituted by Franchisee's employees, or by others, that arise from or are in any way connected to Franchisee's use of the LMS Services.

C. PHLLC RESPONSIBILITIES

During the Term, and in addition to the other responsibilities and obligations set forth herein, PHLLC shall have the following responsibilities and obligations in connection with the LMS Services:

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1. PHLLC shall be exclusively responsible for developing, scheduling, and approving any ongoing enhancements or changes to the LMS Services.

2. PHLLC shall be responsible for making reasonable efforts to provide basic technical support and training. Some additional fees may apply for Franchisees not using the FMS System.

D. OFFER

PHLLC agrees to provide the LMS Services to Franchisee, as follows:

1. Only for the Franchise Restaurant Locations for which Franchisee has completed all the required steps for signing up restaurants, including execution of this Agreement, and all other requirements set forth in Section B.

   (a) Any new restaurant locations opened by Franchisee during the Term of this Agreement shall be covered by this Agreement; and

   (b) Any existing restaurant locations acquired by Franchisee during the Term shall be covered by this Agreement. If and when Franchisee acquires restaurant locations that have not previously utilized the LMS Services, PHLLC shall schedule implementation.

2. Currently, there is no fee for use of the LMS Services.

E. TERM AND TERMINATION

1. This Agreement will have an initial term commencing on the Effective Date and continuing until terminated as provided in this Section E.

2. Termination Without Cause.

   Either party may terminate this Agreement for any reason upon sixty (60) days prior written notice to the other party.

3. Termination for Cause by PHLLC.

   PHLLC may immediately terminate this Agreement if any of the following occur:

   (a) If Franchisee breaches a material term or condition of this Agreement and fails to cure such breach within thirty (30) days following written notice of the breach by PHLLC;

   (b) If Franchisee ceases business operations, if a voluntary or involuntary petition in bankruptcy is filed in the name of Franchisee and is not dismissed within sixty (60) days, and/or if Franchisee makes an assignment for the benefit of creditors, PHLLC may terminate this Agreement without notice;

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(c) If the majority and/or controlling ownership of Franchisee changes, and the new majority owner and/or controller, as the case may be, fails to execute a new Agreement with PHLLC for the LMS Services within sixty (60) days after the change in majority ownership and/or control, or

(d) If any Franchisee Agreement authorizing Franchisee to engage in the Pizza Hut business is terminated, then, as to all Franchisee Restaurant Locations effected by that termination, this Agreement immediately will terminate without notice.

F. LIMITATION OF LIABILITY. THE LMS SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY. PHLLC EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

1. PHLLC DOES NOT REPRESENT OR WARRANT THAT THE USE OF THE LMS SERVICES WILL BE PROFITABLE OR BENEFICIAL TO FRANCHISEE.

2. PHLLC DOES NOT REPRESENT OR WARRANT THAT THE LMS SERVICES OR RELATED CONTENT COMPLY WITH APPLICABLE FEDERAL, STATE OR LOCAL EMPLOYMENT OR RELATED LAWS.

3. PHLLC DOES NOT REPRESENT OR WARRANT THAT THE LMS SERVICES WILL BE ERROR-FREE OR THAT THE USE OF THESE SERVICES WILL BE UNINTERRUPTED.

4. IN NO EVENT SHALL PHLLC BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, EVEN IF PHLLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

G. EXHIBITS, ADDENDUMS, AND SCHEDULES. All Exhibits, Addendums, and Schedules described in this Agreement are attached hereto and for all purposes incorporated herein by reference, and will constitute part of the terms and conditions of this Agreement.

1. In the event that the terms and conditions of an Exhibit, Addendum, and/or Schedule is/are in conflict and/or inconsistent with the terms and conditions of this Agreement, the terms of this Agreement will prevail.

2. The Exhibits, Addendums, and Schedules to this Agreement are as follows:

Exhibit	Title
1	Important Information Concerning Franchisee's Use of LMS Services
2	Security Approver Agreement

H. MISCELLANEOUS TERMS.

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1. Assignment. Franchisee shall not assign this Agreement without the prior, express written consent of PHLLC, except, upon thirty (30) days prior written notice to PHLLC, to a successor by purchase, merger, or consolidation and provided that the successor agrees in writing to assume all obligations and responsibilities of Franchisee under this Agreement. No permitted assignment will relieve the Franchisee of its obligations under this Agreement.

2. Confidentiality. All proprietary, confidential information disclosed by each other during performance of this Agreement, whether or not identified as proprietary, and not otherwise provided for in this Agreement, will be held in confidence and used only in performance of this Agreement. Each party will exercise the same standard of care to protect the other's proprietary data from unauthorized disclosures. There will be no restrictions of use on information disclosed by one party to the other party hereunder which information (i) is in the public domain as of the effective date of this Agreement or which later comes into the public domain from a source other than the receiving party, or (ii) comes to the receiving party from a bona fide third party source having the right to freely disclose such information to the receiving party without restrictions or obligations of confidentiality.

3. Waiver. Any waiver by either party of any provision of this Agreement will not imply a subsequent waiver of that or any other provision.

4. Entire Agreement. In relation to the subject matter hereunder, this Agreement, including the Exhibits, Addendums, and Schedules attached hereto and incorporated herein, embodies the entire contractual agreement of the parties and there is no other oral or written agreement or understanding between the parties at the time of execution hereunder. This Agreement cannot be modified except by the written agreement of both parties hereto.

5. Survival. All of a party's rights and privileges, to the extent they are fairly attributable to events or conditions occurring or existing on or prior to the termination hereof, will survive the termination and be enforceable by the party and its successors and assigns.

6. Governing Law. THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ITS CONFLICT OF LAWS PRINCIPLE. ANY ACTION OR PROCEEDING BROUGHT BY EITHER PARTY HERETO WHICH IS BASED ON OR DERIVES FROM THIS AGREEMENT WILL BE BROUGHT IN A FEDERAL OR STATE COURT LOCATED IN DALLAS COUNTY, TEXAS.

7. Legal Construction. If any provision(s) of this Agreement is/are declared invalid or unenforceable pursuant to a final determination of a court of competent jurisdiction or as a result of future legislative action, this Agreement will terminate as of the date upon which the ruling becomes final or the legislative action takes effect.

8. Binding Effect. This Agreement will inure to the benefit of, and bind the parties hereto, including their proper successors and assigns.

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9. Authority. Franchisee warrants and represents that its signature set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

10. Section Headings. All section headings contained herein are for convenience or reference only and are not intended to define or limit the scope of any provision of this Agreement.

11. Expenses for Enforcement. In the event either party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing party will be entitled to recover from the other reasonable attorney's fees and court costs incurred in connection with such enforcement, including, but not limited to, collection agency fees, attorney litigation fees, suit fees, and costs of investigation and litigation.

12. Force Majeure. Neither party hereto will be in default by reason of any failure of its performance under this Agreement if such failure results, from an act of God or anything beyond the reasonable control of either party.

13. Notice. Any notices or demands required to be given here will be given to the parties in writing, and by receipted email or regular mail to the Franchisee's key operator and to PHLLC at the addresses hereinafter set forth, or to such other addresses as the parties may hereinafter substitute by written notice given in the manner prescribed in this Section. All notices of breach, if any, will be sent certified mail, return receipt requested.

Notice to PHLLC: Pizza Hut, LLC
7100 Corporate Drive
Plano, Texas 75024
Attn: Chief People Officer
cc: Chief Financial Officer
cc: General Counsel

-FRANCHISEE SIGNATURE ON NEXT PAGE-

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By signing below, you understand and agree to all the terms set forth above and represent that you have the authority to enter into this Agreement.

Franchisee understands and agrees that its payment for, and initial and continued use of, the LMS Services constitutes Franchisee's acknowledgement and acceptance of the terms and conditions set forth in this Agreement.

ACCEPTED: "FRANCHISEE"

_____
[Print Full Company Name]

Signed: _____

Print Name: _____

Title: _____

Date: _____

12/10/2012 version

PLEASE SIGN, PRINT YOUR NAME AND TITLE AND FAX TO PHLLC AT: FAX: 972-338-7790 (unless directed otherwise)

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EXHIBIT 2 –
Important Information Concerning Franchisee's Use of the Learning Management System

This Exhibit 2 serves to provide Franchisee with important information concerning your implementation and use of Learning Management System ("LMS Services"). Through testing of LMS Services we've learned that, as with any software application, its use is not error-free and it's imperative that Franchisee follows instructions carefully, in particular with respect to meeting the minimum Technical Specifications that are required to run the application. Franchisee employees must be familiar with the proper use of LMS Services, including identification of the correct technology requirements. Franchisee, and not PHLLC, are responsible for any issues, claims or damages resulting from Franchisee's failure to follow instructions accurately or Franchisee's failure to use the correct Technical Specifications for LMS Services.

**** IMPORTANT ****
The system requires certain minimum Technical Specifications, as set forth in the Technology Brand Standards, which Franchisee must meet as a condition of using LMS Services. If Franchisee fails to meet these Technical Specifications, Franchisee may be unable to access or use LMS Services and it might result in the impairment of Franchisee's POS System (including SUS) and Franchisee's Field Management System (including FMS).

Franchisee understands that its access and use of LMS Services is subject to the following:

- Franchisee's use of LMS Services is subject to an end-user license agreement, which will be provided when Franchisee logs in.
- Franchisee is responsible for meeting the minimum Technical Specifications, and Franchisee bears the entire risk arising out of Franchisee's failure to do so.
- PHLLC makes no representations about the suitability, reliability, availability, timeliness, and accuracy of LMS Services for any purpose. PHLLC makes no warranties with regard to LMS Services, and hereby disclaims any warranties or liabilities associated with Franchisee's use of LMS Services (including, without limitation, all implied warranties of merchantability, fitness for a particular purpose and non-infringement).
- In no event shall PHLLC be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use (including loss of use of POS system), data or profits, arising out of or in any way connected with the use or performance of LMS Services, whether based on contract, tort, negligence, strict liability or otherwise, even if PHLLC has been advised of the possibility of damages. Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation might not apply to Franchisee.

Franchisee's use of LMS Services constitutes acknowledgement and acceptance of the above terms and conditions.

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EXHIBIT 3 - Security Approver Agreement

FRANCHISEE DESIGNATED SECURITY APPROVER AGREEMENT

This Franchisee Security Approver Agreement ("agreement"), between the undersigned ("Security Approver"), the undersigned Franchisee or their designated representative (Franchise Control Person), ("Franchisee") and Yum Restaurant Services Group, Inc. (together with its parent, subsidiaries, and affiliates (which shall mean Yum! Brands, Inc. owns 51% or more of such affiliate), (referred to as "System Owner"), concerns use of System Owner's electronic communication systems ("E Systems"), including but not limited to internet, intranet, and e-mail systems.

By signing below, Security Approver agrees to the following provisions (to which System Owner also agrees):

System Owner owns the E Systems or has rights to use E Systems. All information on the E Systems, as well as the terms and conditions of this agreement, is the confidential information of System Owner and/or System Owner's authorized suppliers, franchisees, licensees, joint venturer, or other third party (collectively, the "System"), and will not be used except for the benefit of the System as authorized by System Owner.

Franchisee and Security Approver will follow, and take reasonable steps to ensure that its users follow, the guidelines and policies concerning use of the E Systems as posted from time to time by System Owner. Such guidelines and policies may include topics such as approving users, as well as the responsibility to assign password reset privileges for certain E Systems. Security Approver understands that unauthorized access or use of the E Systems or information by its users could result in termination of Security Approver's access to the E Systems and other appropriate action. Security Approver further agrees to keep all information contained on the System confidential, including any third party information posted on the System. Security Approver understands and agrees to use the same degree of care it would use if it were its own Confidential Information.

Security Approvers understands responsibilities including, but may not be limited to:

- Security Approvers will be the key contacts to System Owner and will be responsible for sharing any pertinent information regarding security issues, as needed.
- Managing the Franchise Configuration Data which feeds or controls users' experiences with the E Systems.
- Managing the alignment and calendar set up which impacts programs, including but not limited to OMR reports, C.H.A.M.P.S. reports, etc.
- The Security Approver has the ability and accountability for opening a request and granting access to who in their organization obtains access to the E Systems including but not limited to the Learn!Now.
- Appropriately update or change account information to keep them accurate.
- Field questions regarding user access and log-in for E Systems.
- The Security Approver will be the only person able to designate backup security approvers within the franchise organization and should do so as necessary for proper care of franchise organization.
- Terminated employees who no longer require access to the system, or other reasons for access to be revoked are to be deactivated by the Security Approver.
- Manage any login ids and passwords for data applications which may include, but not be limited to, home office integration, etc.
- Security Approver should understand and appropriately cascade information and materials related but not limited to the following: Job aids / training materials related to Requests for Access (RFA).

Franchisee is responsible for the costs it incurs to connect to or communicate with the E Systems (such as, but not limited to, the costs of the Security Approver's computers, modems, software, and Internet access fees by service providers).

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This Agreement is the entire agreement of the parties concerning the subject matter, and may not be modified except in writing. Failure to act will be considered as a waiver. The laws of Texas will govern this Agreement. The parties agree to resolve any dispute relating to this Agreement through binding confidential arbitration conducted in Dallas, Texas, or Irvine, California in accordance with the Commercial Arbitration rules of the American Arbitration Association (the "AAA"), except with one arbitrator.

Franchisee: _____
[Print Franchisee's Company Name]

Franchisee's Security Approver:

By: _____

Printed Name: _____

Printed Title: _____

Date: _____

By: _____

Printed Name: _____

Printed Title: _____

Date: _____

Please print the requested information for the Franchisee and Security Approver. All fields are required. Incomplete forms may delay creation of your account.

	Franchisee	Security Approver
First Name		
Middle Initial		
Last Name		
Position		
Team Pizza Hut User ID		
Mailing Address		
City		
State		
Zip Code		
Email Address		
Phone		
Fax		
Brand(s)		

PLEASE FILL OUT ALL INFORMATION ON THIS PAGE.
THEN SIGN AND EMAIL TO PHLLC AT:
PHLLCAdminLegal@yum.com (unless directed otherwise)

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EXHIBIT H-1

LIST OF CURRENT FRANCHISEES

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Legal Entity	Store ID	Address	Adress 2	City	State	Postal	Business Phone
MP2 Alaska LLC	035621	3727 Spenard Highway		Anchorage	AK	99517	907/743-9978
MP2 Alaska LLC	036564	2220 Abbott Rd		Anchorage	AK	99507	907/868-0201
MP2 Alaska LLC	039129	341 Boniface Pkwy, Unit I		Anchorage	AK	99504	907/337-2276
MP2 Alaska LLC	035616	11740 Old Glenn Hwy		Eagle River	AK	99577	907/694-1086
MP2 Alaska LLC	035615	89 College Rd		Fairbanks	AK	99701	907/451-1788
MP2 Alaska LLC	040852	301 N Santa Claus Ln		North Pole	AK	99705	907/488-4239
MP2 Alaska LLC	035626	44332 Sterling Hwy		Soldotna	AK	99669	907/420-0645
MP2 Alaska LLC	035620	851 E Parks Hwy		Wasilla	AK	99654	907/373-6600
Hut Birmingham LLC	037885	634 1st St N	Ste 200	Alabaster	AL	35007	205/663-5137
Hut Birmingham LLC	037843	6815 Hwy 431 South		Albertville	AL	35950	256/878-7373
JJB Pizza 2, LLC	036921	4581 Hwy 280		Alexander City	AL	35010	256/675-8004
Hut Tallahassee LLC	038064	1203 Dr Martin Luther King Jr Exp		Andalusia	AL	36420	334/222-4106
GPS Hospitality Huts, LLC	038794	2109 Quintard Avenue		Anniston	AL	36201	256/237-3251
Hut Nashville LLC	038296	229 French Farms Blvd Ste A		Athens	AL	35611	256/233-1223
Hut Tallahassee LLC	038079	1515 S Main St		Atmore	AL	36502	251/368-5646
Hut Mobile LLC	038182	604 McMeans Ave		Bay Minette	AL	36507	251/937-6714
Hut Mobile LLC	038183	14031 S Wintzell Ave		Bayou La Batre	AL	36509	251/824-3177
Hut Birmingham LLC	039572	501 West Town Plaza	Ste 101	Bessemer	AL	35020	205/426-1204
Hut Birmingham LLC	037851	2346 Center Point Pkwy		Birmingham	AL	35215	205/856-5447
Hut Birmingham LLC	037870	437 Green Springs Hwy, Suite 121		Birmingham	AL	35209	205/942-6535
Hut Birmingham LLC	037887	4500 Montevallo Rd	Space No. A101	Birmingham	AL	35210	205/591-5200
Hut Birmingham LLC	037888	2016 5th Ave S.		Birmingham	AL	35233	205/323-1221
Hut Birmingham LLC	037890	2145 Bessemer Rd.		Birmingham	AL	35210	205/781-6001
Hut Birmingham LLC	040946	4500 Valleydale Rd Ste 300		Birmingham	AL	35242	205/778-1905
Hut Birmingham LLC	037867	10631 Highway 5	Rt. 2 Box 6 AAA Hwy. 5	Brent	AL	35034	205/926-6162
Hut Tallahassee LLC	038068	590 South Blvd.		Brewton	AL	36426	251/867-7777
Hut Birmingham LLC	037858	136 Marketplace Circle, Suite C		Calera	AL	35040	205/668-4517
Hut Birmingham LLC	037844	1558 W Main St		Centre	AL	35960	256/927-9222
Hut Birmingham LLC	037861	411 Chelsea Crossroads		Chelsea	AL	35043	205/678-5665
JJB Pizza 2, LLC	041395	1211 7th St S		Clanton	AL	35045	659/226-2511
JJB Pizza 2, LLC	041044	1644 Brantley Ave. NW		Cullman	AL	35055	256/737-4064
JJB Pizza 2, LLC	036915	609 N Daleville Ave		Daleville	AL	36322	334/709-3051
Hut Mobile LLC	040814	2101 US Hwy 98, Suite L		Daphne	AL	36526	251/626-6063
Hut Birmingham LLC	037859	2941 Point Mallard Pkwy. SE, Suite I		Decatur	AL	35603	256/560-2953
Hut Nashville LLC	038271	926 Beltline Rd SW		Decatur	AL	35601	256/353-3353
GPS Hospitality Huts, LLC	036051	1912 SE Ross Clark Cir		Dothan	AL	36301	334/792-9884
JJB Pizza 2, LLC	036925	977 Alabama 203		Elba	AL	36323	334/554-3015
JJB Pizza 2, LLC	041075	826 E Lee St		Enterprise	AL	36330	334/489-0238
JJB Pizza 2, LLC	040922	1110 S Eufaula Ave		Eufaula	AL	36027	334/687-7027
Hut Mobile LLC	041593	18171 Wright Blvd, Ste 10		Fairhope	AL	36532	251/928-1145
Hut Tallahassee LLC	038069	21465 HWY. 31		Flomaton	AL	36441	251/296-0040
Hut Nashville LLC	038272	859 Cox Creek Parkway, #2		Florence	AL	35630	256/767-5300
Hut Mobile LLC	038184	1350 S. Mckenzie Rd.		Foley	AL	36535	251/910-0415
Hut Birmingham LLC	037845	203 Greenhill Blvd.		Fort Payne	AL	35967	256/845-3800
Hut Birmingham LLC	040526	1715 Decatur Hwy		Fultondale	AL	35068	
Hut Birmingham LLC	037872	510 E Meighan Blvd # 7		Gadsden	AL	35903	256/543-2100
Hut Tallahassee LLC	038066	1000 W Maple Ave		Geneva	AL	36340	334/684-2431
Hut Birmingham LLC	037865	41263C AL Hwy. 75		Geraldine	AL	35974	256/659-2424
Hut Mobile LLC	038175	915 Fort Dale Rd		Greenville	AL	36037	334/382-6697
Hut Birmingham LLC	037849	1819 11th Avenue		Haleyville	AL	35565	205/486-2800
Hut Birmingham LLC	037847	360 Bexar Ave. East		Hamilton	AL	35570	205/921-2523
Hut Birmingham LLC	037883	200 Highway 31 SW		Hartselle	AL	35640	256/773-2112

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JJB Pizza 2, LLC	036922	16640 US Highway #431		Headland	AL	36345	334/693-2333
Hut Birmingham LLC	037857	495 Helena Market Place		Helena	AL	35080	205/685-0204
Hut Birmingham LLC	039149	2312 John Hawkins Pkwy		Hoover	AL	35244	205/403-9187
Hut Birmingham LLC	037878	3029 Allison Bonnett Memorial Dr # 109		Hueytown	AL	35023	205/491-4889
GPS Hospitality Huts, LLC	036055	11570 Memorial Pkwy S		Huntsville	AL	35803	256/880-9885
GPS Hospitality Huts, LLC	036061	2246 Winchester Rd. NE, Unit #308		Huntsville	AL	35811	256/859-9719
Hut Mobile LLC	038180	2123 N. College		Jackson	AL	36545	251/246-2402
Hut Birmingham LLC	037886	816 Pelham Rd S		Jacksonville	AL	36265	256/435-5202
JJB Pizza 2, LLC	036920	1160 Hwy 78 East		Jasper	AL	35501	205/878-9504
Hut Birmingham LLC	037862	24557 US Hwy. 31		Jemison	AL	35085	205/688-2443
Hut Nashville LLC	038301	1127 Highway 72, #8		Killen	AL	35645	256/757-4611
Hut Birmingham LLC	041859	8525 Whitfield Avenue, Suite 131		Leeds	AL	35094	659/223-4615
Hut Tallahassee LLC	038084	424 S. Forest Ave.		Luverne	AL	36049	334/335-2709
GPS Hospitality Huts, LLC	036065	7950 Highway 72 W		Madison	AL	35758	256/721-5640
GPS Hospitality Huts, LLC	036062	11818 US Hwy 231/431 North		Meridianville	AL	35759	256/828-6068
Hut Birmingham LLC	037884	4110 Highway 14		Millbrook	AL	36054	334/285-1441
Hut Mobile LLC	038187	1866-A Government St		Mobile	AL	36606	251/471-3003
Hut Mobile LLC	038189	7745-A Moffat Rd		Mobile	AL	36618	251/649-6655
Hut Mobile LLC	038190	2502 Schillinger		Mobile	AL	36695	251/639-1117
Hut Mobile LLC	038216	5821 Old Shell Rd Ste G		Mobile	AL	36608	251/380-0818
Hut Mobile LLC	039567	1956 S University		Mobile	AL	36609	251/660-9766
Hut Mobile LLC	038181	2060 S. Hwy. 21 Bypass		Monroeville	AL	36460	251/575-2088
Hut Birmingham LLC	037869	750 Main St.		Montevallo	AL	35115	205/665-5656
Hut Birmingham LLC	037864	7827 Vaughn Rd		Montgomery	AL	36116	334/270-1214
Hut Birmingham LLC	037875	2865 E South Blvd		Montgomery	AL	36116	334/288-6831
Hut Birmingham LLC	037877	6371 Atlanta Hwy		Montgomery	AL	36117	334/396-6357
Hut Birmingham LLC	037889	3992 Atlanta Highway		Montgomery	AL	36106	334/215-7121
Hut Nashville LLC	038268	11930 Hwy 157		Moulton	AL	35650	256/974-7373
Hut Nashville LLC	038276	611 E. Avalon Ave		Muscle Shoals	AL	35661	256/386-0080
Hut Birmingham LLC	037853	720 2nd Ave E		Oneonta	AL	35121	205/625-3310
JJB Pizza 2, LLC	040920	3611 Pepperell Pkwy		Opelika	AL	36801	334/749-7111
Hut Tallahassee LLC	038065	902 Florala Highway 331 South		Opp	AL	36467	334/493-4543
Hut Mobile LLC	038198	25908-I Canal Road		Orange Beach	AL	36561	251/981-8900
GPS Hospitality Huts, LLC	036056	6585 B Hwy 431S		Owens Cross Roads	AL	35763	256/533-9588
GPS Hospitality Huts, LLC	036052	202 Hamric Dr E		Oxford	AL	36203	256/241-0850
Southeastern Pizza Group, LLC	040793	3618 US Highway 431		Phenix City	AL	36867	334/298-3115
Hut Birmingham LLC	037876	711 E Main St		Prattville	AL	36067	334/358-1201
Hut Birmingham LLC	037866	3 Independent Dr		Rainbow City	AL	35906	256/442-2300
Hut Birmingham LLC	037882	200 Main St W	Ste. 102	Rainsville	AL	35986	256/400-4300
JJB Pizza 2, LLC	036917	3019 Highway 431 Byp S		Roanoke	AL	36274	844/722-0224
Hut Mobile LLC	038185	22722 Hwy. 59 S.		Robertsdale	AL	36567	251/947-4980
Hut Nashville LLC	038305	16086 US Hwy 72		Rogersville	AL	35652	256/247-5199
Hut Nashville LLC	038267	13450 Highway 43		Russellville	AL	35653	256/332-4583
Hut Mobile LLC	038186	#12 Hwy. 43 South		Saraland	AL	36571	251/675-0880
ADT Tennessee LLC	037627	3310 S. Broad Street		Scottsboro	AL	35769	256/259-6600
JJB Pizza 2, LLC	039543	1121 Highland Ave		Selma	AL	36703	334/605-4004
Hut Tallahassee LLC	038083	426 W. Lawrence Harris Hwy.		Slocomb	AL	36375	334/886-7007
Hut Mobile LLC	038203	10179 Eastern Shore Blvd., Space 103		Spanish Fort	AL	36527	251/625-3066
Hut Birmingham LLC	037860	300 Springville Station Rd., Ste. 1500		Springville	AL	35146	205/467-7877
JJB Pizza 2, LLC	039564	670 W Fort Williams St		Sylacauga	AL	35150	256/861-2577
JJB Pizza 2, LLC	036926	205 Battle Street East		Talladega	AL	35160	256/649-5502
JJB Pizza 2, LLC	036923	1514 Gilmer Avenue		Tallassee	AL	36078	334/640-8001

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Hut Mobile LLC	038205	5827 Hwy. 90 West, Suite A		Theodore	AL	36582	251/653-0810
Hut Mobile LLC	038191	33566 Hwy. 43 N.		Thomasville	AL	36784	334/636-9655
GPS Hospitality Huts, LLC	036057	109 Hwy 231 North		Troy	AL	36081	334/566-2672
Hut Birmingham LLC	037891	1110 N Chalkville Rd Ste 100		Trussville	AL	35173	205/655-3676
Hut Birmingham LLC	037874	5000 Oscar Baxter Dr		Tuscaloosa	AL	35401	205/391-6841
JJB Pizza 2, LLC	039001	1875 McFarland Blvd N, Ste 150		Tuscaloosa	AL	35406	205/579-1706
JJB Pizza 2, LLC	036919	3009 20th Ave		Valley	AL	36854	866/219-7177
Hut Birmingham LLC	037892	5229 US Hwy 231		Wetumpka	AL	36092	334/567-5504
Hut Birmingham LLC	037871	2184 Hwy 43		Winfield	AL	35594	205/487-5575
Hut Ozark LLC	038440	415 W. Cherry St., Suite 105		Alma	AR	72921	479/632-3010
Hut Little Rock LLC	037949	1201 North 10th Street		Arkadelphia	AR	71923	870/246-5895
Hut Memphis LLC	038141	#142 Hwy 62/412		Ash Flat	AR	72513	870/994-7304
ATO Foods LLC	032920	1110 S. Constitution Ave.		Ashdown	AR	71822	870/898-5119
Heartland Pizza, L.L.C.	034787	3115 Harrison St		Batesville	AR	72501	870/793-5779
Hut Little Rock LLC	037974	2043 W. Center St.		Beebe	AR	72012	501/882-6444
Hut Ozark LLC	038438	30 Sugar Creek Ctr.		Bella Vista	AR	72714	479/876-1705
Heartland Pizza, L.L.C.	028370	1202 Military Road		Benton	AR	72015	501/776-3661
Heartland Pizza, L.L.C.	031412	1050 Salem Rd.		Benton	AR	72019	501/794-2250
Hut Ozark LLC	041131	1001 SW Regional Airport Blvd, Ste 15		Bentonville	AR	72713	479/273-7764
Atherton Restaurant Systems, Inc.	008324	912 W Trimble Ave		Berryville	AR	72616	870/423-2188
Hut Memphis LLC	038161	825 E. Main St., Suite J		Blytheville	AR	72315	870/762-2224
Arkansas Pizza, Inc.	014238	1516 N. Main Street		Brinkley	AR	72021	870/734-1351
Heartland Pizza, L.L.C.	040539	3429 Market Place Ave		Bryant	AR	72022	501/847-4818
Hut Little Rock LLC	037950	622 W Main St		Cabot	AR	72023	501/843-3539
Hut Ozark LLC	038446	306 E Centerton Blvd		Centerton	AR	72719	479/795-1285
Hut Little Rock LLC	037951	1151 S Rogers St		Clarksville	AR	72830	479/754-6900
Arkansas Pizza, Inc.	028064	160 Bone St.		Clinton	AR	72031	501/745-4828
Hut Little Rock LLC	037967	705 Club Lane, Suite 101		Conway	AR	72034	501/327-4449
Hut Little Rock LLC	037972	1825 E. Oak St.		Conway	AR	72032	501/327-2147
Heartland Pizza, L.L.C.	022496	511 Union St		Dardanelle	AR	72834	479/229-3517
Arkansas Pizza, Inc.	014235	130 Hwy 71 North		De Queen	AR	71832	870/642-4321
Hut Little Rock LLC	037952	705 Hwy. 65 S.		Dumas	AR	71639	870/382-2371
Hut Little Rock LLC	037983	1706 North West Ave		El Dorado	AR	71730	870/862-5821
Atherton Restaurant Systems, Inc.	006724	2048 E Van Buren		Eureka Springs	AR	72632	479/253-8258
Hut Ozark LLC	038422	314 South School Avenue		Fayetteville	AR	72701	479/521-1892
Hut Ozark LLC	038435	1261 N. Steamboat Dr., Suite 5		Fayetteville	AR	72704	479/521-3011
James Thomas Atherton and Lester E Smith, a partn*	014643	117 Marshall Rd.		Flippin	AR	72634	870/453-8891
Hut Little Rock LLC	037953	1114 W 4th St		Fordyce	AR	71742	870/352-5105
Hut Memphis LLC	038132	2023 N Washington St		Forrest City	AR	72335	870/633-9118
Hut Little Rock LLC	037960	1323 Highway 71 S		Fort Smith	AR	72901	479/649-0505
Hut Little Rock LLC	037981	8632 Rogers Ave		Fort Smith	AR	72903	479/484-0700
Hut Little Rock LLC	037982	1923 Grand Ave		Fort Smith	AR	72901	479/783-4000
Hut Little Rock LLC	037970	8 S. Broadview, Suite C		Greenbrier	AR	72058	501/581-0122
Hut Little Rock LLC	037973	910 W. Center St., Suite D		Greenwood	AR	72936	479/996-1223
Atherton Restaurant Systems, Inc.	005602	1602 North Main		Harrison	AR	72601	870/741-5354
Atherton Restaurant Systems, Inc.	009852	515 S Main		Harrison	AR	72601	870/743-3500
Heartland Pizza, L.L.C.	022489	1800 Hwy 25 N		Heber Springs	AR	72543	501/362-3183
ATO Foods LLC	039559	305 W 3rd St		Hope	AR	71801	870/777-8659
Hut Little Rock LLC	037986	3539 Central Ave # D		Hot Springs	AR	71913	501/622-6608
Hut Little Rock LLC	039642	1607 Albert Pike Rd, Suite A		Hot Springs	AR	71913	501/321-0802
Atherton Restaurant Systems, Inc.	010015	137 Lee Street		Huntsville	AR	72740	479/738-2800
Hut Little Rock LLC	037979	2126 N 1st St, Suite P		Jacksonville	AR	72076	501/982-6731

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Hut Memphis LLC	038137	900 S. Caraway Rd		Jonesboro	AR	72401	870/972-0580
Heartland Pizza, L.L.C.	028175	20501 Arch St.		Little Rock	AR	72206	501/888-6900
Hut Little Rock LLC	037943	14710 Cantrell Rd		Little Rock	AR	72223	501/868-4203
Hut Little Rock LLC	037961	2912 S University Ave		Little Rock	AR	72204	501/565-8854
Hut Little Rock LLC	040004	10101 Mabelvale Plaza Dr Ste 6		Little Rock	AR	72209	501/565-1672
Hut Little Rock LLC	040603	400 N Bowman Rd Ste 31		Little Rock	AR	72211	501/221-3562
Hut Little Rock LLC	041990	2516 Cantrell Road, Suite E		Little Rock	AR	72202	501/441-1475
Hut Ozark LLC	038433	903A N. Bloomington, Ste. 107		Lowell	AR	72745	479/659-5062
Arnold Family of Restaurants, LLC	033818	1621 E Main St		Magnolia	AR	71753	870/234-8380
Hut Little Rock LLC	041825	1622 Martin Luther King Blvd		Malvern	AR	72104	501/451-4805
Hut Little Rock LLC	037977	115 Audubon Dr, Suite 3		Maumelle	AR	72113	501/851-7202
Hut Little Rock LLC	037987	582 AR-365 Suite G		Mayflower	AR	72106	501/697-4650
Arkansas Pizza, Inc.	014234	703 Highway 71 N		Mena	AR	71953	479/394-5952
Hut Little Rock LLC	037975	133 North Park Dr., Ste. 15		Monticello	AR	71655	870/367-8595
Arkansas Pizza, Inc.	028062	1804 E HARDING		Morrilton	AR	72110	501/354-4000
Thomas S. Linehan, individually	006315	1205 HWY 62 E		Mountain Home	AR	72653	870/425-6081
Atherton Restaurant Systems, Inc.	008599	106 Sylamore		Mountain View	AR	72560	870/269-4000
ATO Foods LLC	032927	1716 S 4th St., Ste. 6		Nashville	AR	71852	870/451-9137
Heartland Pizza, L.L.C.	032120	305 Highway 367 North		Newport	AR	72112	870/523-8961
Hut Little Rock LLC	037985	4438 Camp Robinson Rd		North Little Rock	AR	72118	501/771-9259
Hut Little Rock LLC	037959	1512 W Commercial Street		Ozark	AR	72949	479/667-4741
Arkansas Pizza, Inc.	025851	2711 W. Kings Highway, Ste. 18		Paragould	AR	72450	870/240-0065
Hut Ozark LLC	038423	150 South Curtis, A		Pea Ridge	AR	72751	479/451-8175
Hut Little Rock LLC	037980	2711 S Hazel St		Pine Bluff	AR	71603	870/535-2089
ATO Foods LLC	032922	114 E. First St.	#518	Prescott	AR	71857	870/887-2678
Hut Ozark LLC	038439	1717 W. Walnut St., #A		Rogers	AR	72756	479/246-0009
Heartland Pizza, L.L.C.	024477	502 North Arkansas Avenue		Russellville	AR	72801	479/890-5555
Heartland Pizza, L.L.C.	025508	906 E. Beebe Capps Expwy.		Searcy	AR	72143	501/268-4277
Hut Little Rock LLC	037971	1310 S. Rock St.		Sheridan	AR	72150	870/942-1050
Hut Little Rock LLC	037968	8611 Hwy. 107, #110		Sherwood	AR	72120	501/834-3886
Hut Ozark LLC	038424	1772 W. Sunset, #2-A		Springdale	AR	72762	479/751-7700
Hut Ozark LLC	038432	2921 S. Old Missouri Road		Springdale	AR	72764	479/756-2228
Hut Little Rock LLC	037984	210A W 22nd St		Stuttgart	AR	72160	870/673-1521
ATO Foods LLC	032919	3704 N State Line Avenue		Texarkana	AR	71854	870/773-5466
ATO Foods LLC	032928	101 East Street		Texarkana	AR	71854	870/774-9927
Hut Memphis LLC	038158	1214 Speedway		Trumann	AR	72472	870/483-0056
Hut Ozark LLC	038448	1514 Fayetteville Rd Ste E		Van Buren	AR	72956	479/474-4200
Hut Little Rock LLC	041995	1163 Main Street, Suite 101		Vilonia	AR	72173	501/441-1455
Arkansas Pizza, Inc.	014237	555 Frankie Matthew Dr		Waldron	AR	72958	479/637-4100
Hut Memphis LLC	038134	2811 Hwy 67 North		Walnut Ridge	AR	72476	870/886-6758
Hut Little Rock LLC	037954	105 W Central St		Warren	AR	71671	870/226-7501
Hut Little Rock LLC	037976	7197 Sheridan Rd, Suite 104		White Hall	AR	71602	870/535-4451
Arkansas Pizza, Inc.	014233	1817 N Falls Blvd		Wynne	AR	72396	870/238-8549
Hot Pizzas, L.L.C.	028243	240 S Phelps Drive		Apache Junction	AZ	85120	480/982-1155
Hot Pizzas, L.L.C.	027001	10685 W. Indian School Rd. #J		Avondale	AZ	85392	623/772-1553
Hot Pizzas, L.L.C.	030991	1450 N. Dysart Road		Avondale	AZ	85323	623/925-5810
Hot Pizzas, L.L.C.	026970	1217 E US Hwy 85		Buckeye	AZ	85326	623/386-7107
Hot Pizzas, L.L.C.	028839	1300 S Watson Road, Suite A103		Buckeye	AZ	85326	623/386-0214
Hot Pizzas, L.L.C.	040022	19580 W Indian School Rd		Buckeye	AZ	85396	602/834-7583
Hot Pizzas, L.L.C.	029614	1855 Highway 95		Bullhead City	AZ	86442	928/763-8100
Hot Pizzas, L.L.C.	033657	714 E Florence Blvd		Casa Grande	AZ	85122	520/836-8812
Hot Pizzas, L.L.C.	035851	1000 N Arizona Ave		Chandler	AZ	85225	480/963-1863
Hot Pizzas, L.L.C.	035856	5055 W Ray Road	A-6	Chandler	AZ	85226	480/785-8345

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Hot Pizzas, L.L.C.	035865	2960 S Alma School Rd.	#2	Chandler	AZ	85286	480/963-5588
Hot Pizzas, L.L.C.	035868	4970 S. Gilbert Rd.		Chandler	AZ	85249	480/883-7815
Hot Pizzas, L.L.C.	035875	1919 W. Chandler Blvd., #104		Chandler	AZ	85224	480/899-2172
Hot Pizzas, L.L.C.	033658	312 Marketplace Dr		Chino Valley	AZ	86323	928/636-6400
Hot Pizzas, L.L.C.	033654	109 N Arizona Blvd		Coolidge	AZ	85128	520/723-7779
Delect Foods PHX, LLC	036996	472 S. Main Street		Cottonwood	AZ	86326	928/634-8212
Hot Pizzas, L.L.C.	033652	300 16th St		Douglas	AZ	85607	520/364-7535
Delect Foods of Arizona, LLC	036979	3720 W Tohono Dr		Eloy	AZ	85131	520/466-9407
Delect Foods of Arizona, LLC	037036	2700 S Woodlands Village Blvd Ste 400		Flagstaff	AZ	86001	928/779-4175
Hot Pizzas, L.L.C.	029612	4825 Hwy 95 # 6 & 7		Fort Mohave	AZ	86426	928/758-7550
Hot Pizzas, L.L.C.	026980	13693 N. Fountain Hills Blvd.	#103	Fountain Hills	AZ	85268	480/837-5566
Hot Pizzas, L.L.C.	035854	895 S Val Vista Dr		Gilbert	AZ	85296	480/926-0935
Hot Pizzas, L.L.C.	026989	13105 W Glendale Ave		Glendale	AZ	85307	623/935-5009
Hot Pizzas, L.L.C.	026990	8860 N 43rd Ave		Glendale	AZ	85302	623/931-1421
Hot Pizzas, L.L.C.	026994	4322 W Glendale Ave		Glendale	AZ	85301	623/931-1315
Hot Pizzas, L.L.C.	026995	6650 W Bethany Home Rd		Glendale	AZ	85301	623/931-1598
Hot Pizzas, L.L.C.	028240	1497 Ash St		Globe	AZ	85501	928/425-4401
Hot Pizzas, L.L.C.	027007	15557 W. Roosevelt	Suite #106	Goodyear	AZ	85338	623/925-0595
Delect Foods of Arizona, LLC	036981	18850 S Nogales Hwy		Green Valley	AZ	85614	520/648-2400
Hot Pizzas, L.L.C.	031674	1606 Navajo Blvd.		Holbrook	AZ	86025	928/524-3714
Hot Pizzas, L.L.C.	029609	3295 E Andy Devine Ave		Kingman	AZ	86401	928/757-3292
Hot Pizzas, L.L.C.	029610	2911 Stockton Hill Rd		Kingman	AZ	86401	928/753-7788
Hot Pizzas, L.L.C.	029615	2960 N. Kiowa Blvd.		Lake Havasu City	AZ	86404	928/854-7817
Hot Pizzas, L.L.C.	035873	5270 W. Baseline Rd. #165		Laveen	AZ	85339	602/237-9052
Delect Foods PHX, LLC	041906	21101 North John Wayne Parkway, Ste E102		Maricopa	AZ	85139	520/316-6116
Hot Pizzas, L.L.C.	035857	6671 E Baseline Rd.	#121	Mesa	AZ	85206	480/981-6863
Hot Pizzas, L.L.C.	035860	1140 S. Country Club Dr.	#110	Mesa	AZ	85210	480/844-9916
Hot Pizzas, L.L.C.	035861	1901 W Main St		Mesa	AZ	85201	480/827-2688
Hot Pizzas, L.L.C.	035863	2639 E Broadway Rd Ste 104		Mesa	AZ	85204	480/461-3700
Hot Pizzas, L.L.C.	035864	6017 East McKellips Rd.		Mesa	AZ	85215	480/985-2000
Hot Pizzas, L.L.C.	035869	9053 E. Baseline Rd. #105A		Mesa	AZ	85209	480/986-6203
Hot Pizzas, L.L.C.	035872	2727 E. McKellips Rd.	#106	Mesa	AZ	85213	480/962-1320
Hot Pizzas, L.L.C.	035874	9333 East Apache Trail, Suite 101		Mesa	AZ	85207	480/986-1000
Hot Pizzas, L.L.C.	033653	589 Grand Ave		Nogales	AZ	85621	520/287-9257
MP² Enterprises, LLC	023660	6 S Lake Powell Blvd		Page	AZ	86040	928/645-2455
Hot Pizzas, L.L.C.	029611	1004 California Ave.		Parker	AZ	85344	928/669-8888
Hot Pizzas, L.L.C.	028238	113 S Beeline Hwy		Payson	AZ	85541	928/474-1100
Hot Pizzas, L.L.C.	026993	6750 W. Peoria Ave.	#111	Peoria	AZ	85345	623/412-1100
Hot Pizzas, L.L.C.	028436	21391 N. Lake Pleasant Pkwy.	Suite 1840	Peoria	AZ	85382	623/566-4110
Hot Pizzas, L.L.C.	030433	9151 W. Peoria Rd., Suite 101		Peoria	AZ	85345	623/412-8000
Hot Pizzas, L.L.C.	037666	24786 N 67th Ave #110		Peoria	AZ	85383	623/362-1220
Hot Pizzas, L.L.C.	026969	2436 E Bell Rd		Phoenix	AZ	85032	602/971-2060
Hot Pizzas, L.L.C.	026971	3602 E Thomas Rd		Phoenix	AZ	85018	602/956-5363
Hot Pizzas, L.L.C.	026975	1520 N 43rd Ave		Phoenix	AZ	85009	602/278-5611
Hot Pizzas, L.L.C.	026984	1839 W Indian School Rd		Phoenix	AZ	85015	602/265-1640
Hot Pizzas, L.L.C.	026986	3602 W Camelback Rd		Phoenix	AZ	85019	602/973-3963
Hot Pizzas, L.L.C.	026988	13624 N. 35th Avenue		Phoenix	AZ	85029	602/993-6150
Hot Pizzas, L.L.C.	026991	20206 North 27th Ave., suite B		Phoenix	AZ	85027	623/580-6878
Hot Pizzas, L.L.C.	026996	8225 W Indian School Rd.	#1	Phoenix	AZ	85033	623/873-1109
Hot Pizzas, L.L.C.	026997	6601 W Indian School Rd		Phoenix	AZ	85033	623/848-7000
Hot Pizzas, L.L.C.	027002	5832 16th Street		Phoenix	AZ	85016	602/279-9615
Hot Pizzas, L.L.C.	028596	34640 N. North Valley Pkwy., #A3		Phoenix	AZ	85086	623/582-7909

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Hot Pizzas, L.L.C.	029881	3103 E. Cactus Road		Phoenix	AZ	85028	602/493-7592
Hot Pizzas, L.L.C.	033690	420 E. Bell Road	Suite C101	Phoenix	AZ	85022	602/863-1224
Hot Pizzas, L.L.C.	034937	21 W. Van Buren St., Ste. G4		Phoenix	AZ	85003	602/229-1133
Hot Pizzas, L.L.C.	035853	4708 S 48th St		Phoenix	AZ	85040	602/438-9236
Hot Pizzas, L.L.C.	035855	3145 E Chandler Blvd		Phoenix	AZ	85048	480/759-2428
Hot Pizzas, L.L.C.	036528	5045 W Indian School Rd		Phoenix	AZ	85031	623/215-4988
Hot Pizzas, L.L.C.	037665	1816 W. Bethany Home Road, Ste 104		Phoenix	AZ	85015	602/767-4345
Hot Pizzas, L.L.C.	040293	1909 W Baseline Rd		Phoenix	AZ	85041	602/268-8912
Hot Pizzas, L.L.C.	040981	17 E Dunlap Ave Ste 101		Phoenix	AZ	85020	602/346-9596
Hot Pizzas, L.L.C.	041008	3220 E Baseline Rd, Ste 126		Phoenix	AZ	85042	602/661-1566
Hot Pizzas, L.L.C.	035164	1512 Willow Creek Rd # C		Prescott	AZ	86305	928/778-5139
Hot Pizzas, L.L.C.	033656	7430 Pav Way		Prescott Valley	AZ	86314	928/775-0906
Hot Pizzas, L.L.C.	035867	7507 S. Power Rd. #106		Queen Creek	AZ	85142	480/988-1875
Delect Foods PHX, LLC	036993	561 E Bella Vista Rd, Ste. 100		Queen Creek	AZ	85143	480/888-1350
Hot Pizzas, L.L.C.	039121	40930 N. Ironwood Suite 110		Queen Creek	AZ	85140	480/781-4900
Hot Pizzas, L.L.C.	040621	24871 S. Ellsworth Road, Suite 114		Queen Creek	AZ	85142	480/471-8680
Delect Foods of Arizona, LLC	036985	1305 W Thatcher Blvd		Safford	AZ	85546	928/428-4320
Delect Foods of Arizona, LLC	036983	624 San Luis Plaza Drive		San Luis	AZ	85349	928/627-3844
Hot Pizzas, L.L.C.	028179	6501 E. Greenway Parkway, Ste. 108		Scottsdale	AZ	85254	480/905-9393
Hot Pizzas, L.L.C.	028604	7790 E. McDowell Road, Suite 102		Scottsdale	AZ	85257	480/946-3145
Hot Pizzas, L.L.C.	039561	4436 N. Miller Road Suite 105		Scottsdale	AZ	85251	480/941-8032
Hot Pizzas, L.L.C.	028244	4460 S White Mountain Rd		Show Low	AZ	85901	928/537-5306
Delect Foods of Arizona, LLC	036976	3680 E Fry Blvd		Sierra Vista	AZ	85635	520/458-8872
Delect Foods of Arizona, LLC	036994	900 E. Fry Blvd		Sierra Vista	AZ	85635	520/459-6300
Hot Pizzas, L.L.C.	026992	10050 W Bell Rd., #22		Sun City	AZ	85351	623/875-8776
Hot Pizzas, L.L.C.	027003	13706 W Bell Rd Ste 16		Surprise	AZ	85374	623/556-4444
Hot Pizzas, L.L.C.	027005	16846 W. Bell Rd. #114		Surprise	AZ	85374	623/214-1662
Hot Pizzas, L.L.C.	027008	14763 W. Cactus Rd.	#120	Surprise	AZ	85379	623/975-1877
Hot Pizzas, L.L.C.	041772	17200 West Peoria Avenue Suite 110		Surprise	AZ	85388	602/428-2964
Hot Pizzas, L.L.C.	033698	716 N. Main Street	Ste 102	Taylor	AZ	85939	928/536-2500
Hot Pizzas, L.L.C.	035858	1712 E. Guadalupe Rd.	#102	Tempe	AZ	85283	480/839-0383
Hot Pizzas, L.L.C.	035866	808 W Broadway Rd		Tempe	AZ	85282	480/829-7988
Hot Pizzas, L.L.C.	035871	1740 E. Broadway	#109	Tempe	AZ	85282	480/968-0740
Hot Pizzas, L.L.C.	027006	2755 S. 99th Ave. #101		Tolleson	AZ	85353	623/907-2126
Delect Foods of Arizona, LLC	036978	4710 E Speedway Blvd		Tucson	AZ	85712	520/323-0042
Delect Foods of Arizona, LLC	036980	7082 E Speedway Blvd		Tucson	AZ	85710	520/290-0600
Delect Foods of Arizona, LLC	036984	1865 W. Valencia		Tucson	AZ	85746	520/294-4490
Delect Foods of Arizona, LLC	036989	6305 E 22nd St		Tucson	AZ	85710	520/747-0472
Delect Foods of Arizona, LLC	036990	9564 E Golf Links Rd		Tucson	AZ	85730	520/296-9273
Delect Foods of Arizona, LLC	036995	8245 N. Silverbell Rd.		Tucson	AZ	85743	520/744-0848
Delect Foods of Arizona, LLC	036997	1502 W. Saint Marys, Suite 110		Tucson	AZ	85745	520/884-8780
Delect Foods of Arizona, LLC	036999	3801 S. 6th Ave.		Tucson	AZ	85714	520/294-0876
Delect Foods of Arizona, LLC	037000	4811 E Sunrise Ste 151		Tucson	AZ	85718	520/529-2607
Delect Foods of Arizona, LLC	037001	2680 E. Valencia	Suite 176	Tucson	AZ	85706	520/889-9583
Delect Foods of Arizona, LLC	037002	3964 N Oracle Rd		Tucson	AZ	85705	520/293-9118
Delect Foods of Arizona, LLC	037212	1927 E Speedway Blvd		Tucson	AZ	85719	520/322-9825
Delect Foods of Arizona, LLC	037360	8160 S Houghton Rd Ste 102		Tucson	AZ	85747	520/663-5656
Delect Foods of Arizona, LLC	041336	7350 N La Cholla Blvd Ste 114		Tucson	AZ	85704	520/219-0320
Hot Pizzas, L.L.C.	029859	528 E. Wickenburg Way		Wickenburg	AZ	85358	928/684-8887
Delect Foods of Arizona, LLC	036977	1001 W Rex Allen Dr		Willcox	AZ	85643	520/384-3586
Delect Foods of Arizona, LLC	036988	888 N Grand Canyon Blvd		Williams	AZ	86046	928/635-4343
Hot Pizzas, L.L.C.	028241	600 Mike's Pike Blvd.		Winslow	AZ	86047	928/289-2445
Delect Foods of Arizona, LLC	036973	1843 S 4th Ave		Yuma	AZ	85364	928/782-1190

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Delect Foods of Arizona, LLC	036975	580 E 32nd St		Yuma	AZ	85365	928/726-4118
Delect Foods of Arizona, LLC	036987	10611 S Fortuna Rd		Yuma	AZ	85367	928/305-9308
Southern California Pizza Company, LLC	026170	1224 S Atlantic Blvd		Alhambra	CA	91803	626/284-8200
Summit Pizza West, LLC	029361	2710 Alpine Blvd.		Alpine	CA	91901	619/659-9900
SoCal Pizza Holdings, LLC	024839	301 S Magnolia Ave		Anaheim	CA	92804	714/761-3613
Southern California Pizza Company, LLC	024892	618 W La Palma Ave		Anaheim	CA	92801	714/776-5600
Southern California Pizza Company, LLC	024893	116 S State College Blvd		Anaheim	CA	92806	714/772-5555
Southern California Pizza Company, LLC	024902	521 W Chapman Ave		Anaheim	CA	92802	714/740-2300
Southern California Pizza Company, LLC	024903	2099 E Ball Rd		Anaheim	CA	92806	714/956-2100
Southern California Pizza Company, LLC	024953	500 S. Euclid St.		Anaheim	CA	92802	714/778-8996
Southern California Pizza Company, LLC	025409	1697 W. Katella Ave		Anaheim	CA	92802	714/563-0333
Maddie Pizza LLC	040827	2713 Contra Loma Blvd		Antioch	CA	94509	925/757-1010
Southern PacPizza, LLC	029211	20811 Bear Valley Rd Ste C		Apple Valley	CA	92308	760/240-6181
Southern California Pizza Company, LLC	024908	121 E Foothill Blvd		Arcadia	CA	91006	626/303-5888
Southern California Pizza Company, LLC	024911	161 E Live Oak Ave		Arcadia	CA	91006	626/445-5599
Southern California Pizza Company, LLC	040576	8658 Woodman Ave		Arleta	CA	91331	818/485-8965
Southern California Pizza Company, LLC	024944	18325 Pioneer Blvd		Artesia	CA	90701	562/809-8811
CalPac Pizza, LLC	027407	855 E Bellevue Rd		Atwater	CA	95301	209/358-8646
Southern California Pizza Company, LLC	024952	331 N. Citrus Ave.		Azusa	CA	91702	626/334-8855
CalPac Pizza, LLC	027382	2337 N Chester		Bakersfield	CA	93308	661/393-4200
CalPac Pizza, LLC	027384	3701 Auburn Rd		Bakersfield	CA	93306	661/871-3400
CalPac Pizza, LLC	027385	5221b Stockdale Hwy		Bakersfield	CA	93309	661/397-8700
CalPac Pizza, LLC	027386	6300 White Ln Ste O		Bakersfield	CA	93309	661/833-6800
CalPac Pizza, LLC	027387	3122a Niles St		Bakersfield	CA	93306	661/872-6600
CalPac Pizza, LLC	027398	8110 Rosedale Hwy Ste E		Bakersfield	CA	93312	661/588-9200
CalPac Pizza, LLC	027408	3351 Panama Lane, Ste 300		Bakersfield	CA	93313	661/832-4500
Southern California Pizza Company, LLC	024914	13926 Ramona Blvd		Baldwin Park	CA	91706	626/337-8200
Southern PacPizza, LLC	029197	1860 W Ramsey St		Banning	CA	92220	951/849-1991
Southern PacPizza, LLC	029213	481 Armory Rd		Barstow	CA	92311	760/252-2525
SoCal Pizza Holdings, LLC	024831	7000 Atlantic Ave		Bell	CA	90201	323/771-4000
Southern California Pizza Company, LLC	024923	5736 Gage Ave		Bell Gardens	CA	90201	323/560-5500
Southern California Pizza Company, LLC	024942	9118 Alondra Blvd		Bellflower	CA	90706	562/866-3000
Summit Pizza West, LLC	027204	375 W Main Street		Brawley	CA	92227	760/344-4636
Southern California Pizza Company, LLC	024891	649 W Imperial Hwy		Brea	CA	92821	714/256-1616
Southern California Pizza Company, LLC	024888	6832 Beach Blvd		Buena Park	CA	90621	714/521-4040
Southern California Pizza Company, LLC	026192	3311 W Magnolia Blvd		Burbank	CA	91505	818/559-6500
Summit Pizza West, LLC	028228	2534 Rockwood Ave., Suite 103		Calexico	CA	92231	760/357-6722
Southern California Pizza Company, LLC	026188	22323 Sherman Way		Canoga Park	CA	91303	818/348-6900
Southern California Pizza Company, LLC	026206	18520 Soledad Canyon Rd.	#15	Canyon Country	CA	91351	661/298-4000
SoCal Pizza Holdings, LLC	024833	20377 Avalon Blvd		Carson	CA	90746	310/324-1102
Southern California Pizza Company, LLC	024931	23301 Main St		Carson	CA	90745	310/549-5000
Southern California Pizza Company, LLC	027378	29607 The Old Road		Castaic	CA	91384	661/257-4298
Southern PacPizza, LLC	029205	34401 Date Palm Dr		Cathedral City	CA	92234	760/770-9551
PacPizza, LLC	011770	2600 Mitchell Rd Ste P		Ceres	CA	95307	209/537-5300
Southern California Pizza Company, LLC	026201	20901 Lassen St.		Chatsworth	CA	91311	818/772-0700
Southern California Pizza Company, LLC	024861	5460 E Philadelphia St, #6G		Chino	CA	91710	909/465-9300
Southern California Pizza Company, LLC	024848	3660 Grand Ave., ste. E		Chino Hills	CA	91709	909/591-1100
Summit Pizza West, LLC	027215	251 Palomar St., suite B		Chula Vista	CA	91911	619/425-6100
Summit Pizza West, LLC	027216	885 East H St., D		Chula Vista	CA	91910	619/482-2600
Summit Pizza West, LLC	029618	2326 Proctor Valley Rd., Suite 101		Chula Vista	CA	91914	619/397-0600
PacPizza, LLC	014697	6400B Sunrise Blvd.		Citrus Heights	CA	95610	916/721-9600
Southern PacPizza, LLC	029199	49954 Harrison St		Coachella	CA	92236	760/398-4200
Southern California Pizza Company, LLC	024870	2021 E. Washington St., 3A		Colton	CA	92324	909/783-3700

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Southern California Pizza Company, LLC	024840	153 E Compton Blvd		Compton	CA	90220	310/635-5900
Southern California Pizza Company, LLC	024868	360 W Foothill Pkwy		Corona	CA	92882	951/808-8844
Southern California Pizza Company, LLC	024871	1075 W 6th St		Corona	CA	92882	951/272-1122
Southern California Pizza Company, LLC	026103	11762 De Palma Road # 1b		Corona	CA	92883	951/667-4000
SoCal Pizza Holdings, LLC	028342	7056 Archibald Ave., Suite 108		Corona	CA	92880	951/547-8894
SoCal South OC, LLC	032016	2750 Harbor Blvd., #1-4A		Costa Mesa	CA	92626	714/751-1100
SoCal South OC, LLC	032017	1901 Placentia Ave		Costa Mesa	CA	92627	949/646-6600
Southern California Pizza Company, LLC	024862	1665 W. San Bernardino Blvd.		Covina	CA	91722	626/339-5000
Southern California Pizza Company, LLC	024915	468 San Bernardino Rd		Covina	CA	91723	626/331-9800
PacPizza, LLC	040144	875 Northcrest Drive		Crescent City	CA	95531	707/464-8308
Southern California Pizza Company, LLC	024887	6471 Ball Rd		Cypress	CA	90630	714/821-1122
CalPac Pizza, LLC	027388	633 Cecil Ave		Delano	CA	93215	661/721-2010
Southern PacPizza, LLC	029212	14577 Palm Dr		Desert Hot Springs	CA	92240	760/251-5656
SoCal Pizza Holdings, LLC	024836	9111 Imperial Hwy		Downey	CA	90242	562/862-0727
Southern California Pizza Company, LLC	024948	7936 East Florence Ave.		Downey	CA	90240	562/927-4090
Summit Pizza West, LLC	027201	1762 N 2nd Street		El Cajon	CA	92021	619/449-1112
Summit Pizza West, LLC	027202	1255 Avocado Ave #101		El Cajon	CA	92020	619/440-7722
Summit Pizza West, LLC	027206	635 N. Imperial Ave.		El Centro	CA	92243	760/353-0861
Southern California Pizza Company, LLC	024913	11910 Garvey Ave, unit A		El Monte	CA	91732	626/448-8300
CalPac Pizza II, LLC	028097	9015 Bruceville Rd., Ste. 180		Elk Grove	CA	95758	916/691-0975
Summit Pizza West, LLC	027219	1711 E Valley Pkwy. #101		Escondido	CA	92027	760/745-4200
Maddie Pizza LLC	040824	598 Parker Rd		Fairfield	CA	94533	707/437-0900
Summit Pizza West, LLC	033367	855 S Main Ave #G		Fallbrook	CA	92028	760/728-5864
Southern California Pizza Company, LLC	024857	13518 Baseline Ave., C		Fontana	CA	92336	909/463-4468
Southern California Pizza Company, LLC	024863	9299 Sierra Ave		Fontana	CA	92335	909/823-5333
Southern California Pizza Company, LLC	024881	16075 Foothill Blvd., suite C		Fontana	CA	92335	909/428-3000
Southern California Pizza Company, LLC	025410	16923 Sierra Lakes Pkwy.	Suite 105	Fontana	CA	92336	909/357-2933
SoCal Pizza Holdings, LLC	034223	10540 Sierra Ave	Suite A	Fontana	CA	92337	909/371-1111
Southern California Pizza Company, LLC	024898	16027 Brookhurst St, suites L&N		Fountain Valley	CA	92708	714/531-1212
CalPac Pizza II, LLC	027390	7716 N 1st St		Fresno	CA	93720	559/446-0700
CalPac Pizza, LLC	027400	1227 Fresno		Fresno	CA	93706	559/237-7575
CalPac Pizza, LLC	027401	4188 E Dakota Ave Ste 101		Fresno	CA	93726	559/222-1826
CalPac Pizza, LLC	027403	6015 Fig Garden Dr.		Fresno	CA	93722	559/277-1313
CalPac Pizza, LLC	027406	624 S Clovis Ave		Fresno	CA	93727	559/251-3000
CalPac Pizza II, LLC	030996	4260 N. Blackstone Ave..		Fresno	CA	93726	559/224-6770
Southern California Pizza Company, LLC	024845	112 N. Euclid St.		Fullerton	CA	92832	714/441-1444
Southern California Pizza Company, LLC	024895	10092 Westminster Ave		Garden Grove	CA	92843	714/539-2121
Southern California Pizza Company, LLC	029353	10072 Chapman Ave.		Garden Grove	CA	92840	714/638-0661
Southern California Pizza Company, LLC	026173	1336 W. Rosecrans Ave.		Gardena	CA	90247	310/329-9100
PacPizza, LLC	011779	1171 1st St		Gilroy	CA	95020	408/842-2424
Southern California Pizza Company, LLC	026193	1428 W Glenoaks Blvd		Glendale	CA	91201	818/241-1900
Southern California Pizza Company, LLC	026197	1261 S. Central Ave.		Glendale	CA	91204	818/244-4477
Southern California Pizza Company, LLC	024912	1433 E. Route 66, A & B		Glendora	CA	91740	626/335-4500
Southern California Pizza Company, LLC	026211	16923 Devonshire St		Granada Hills	CA	91344	818/831-0055
Southern California Pizza Company, LLC	024925	2133 S. Hacienda Blvd.		Hacienda Heights	CA	91745	626/369-4433
CalPac Pizza II, LLC	031004	410 N. 11th Ave. Suite 107		Hanford	CA	93230	559/582-0368
Southern California Pizza Company, LLC	026172	4830 W. Rosecrans Ave.		Hawthorne	CA	90250	310/978-8100
Southern California Pizza Company, LLC	026174	12203 Hawthorne Blvd		Hawthorne	CA	90250	310/219-3000
Maddie Pizza LLC	040823	22859 Mission Blvd		Hayward	CA	94541	510/886-4111
Southern PacPizza, LLC	029198	25795 Stanford St		Hemet	CA	92544	951/925-0602
Southern PacPizza, LLC	029209	120 E Stetson Ave		Hemet	CA	92543	951/765-1855
Southern PacPizza, LLC	029225	16455 Main St		Hesperia	CA	92345	760/947-2777
Southern California Pizza Company, LLC	024882	7253 Boulder Ave., #A-6		Highland	CA	92346	909/864-4800

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Southern California Pizza Company, LLC	026228	6660 W Sunset Blvd.		Hollywood	CA	90028	323/467-4466
Southern California Pizza Company, LLC	024897	6791 Warner Ave		Huntington Beach	CA	92647	714/841-3377
Southern California Pizza Company, LLC	024899	20383 Beach Blvd		Huntington Beach	CA	92648	714/960-7779
Southern California Pizza Company, LLC	024905	6048 Pacific Blvd		Huntington Park	CA	90255	323/585-2500
Southern California Pizza Company, LLC	024941	3176 Florence Blvd.		Huntington Park	CA	90255	323/587-2454
Southern PacPizza, LLC	029220	81850 Avenue 46		Indio	CA	92201	760/347-7988
Southern California Pizza Company, LLC	026157	1000 N. La Brea Ave		Inglewood	CA	90302	310/674-7400
Southern California Pizza Company, LLC	026161	1275 S. La Brea Ave.	#107	Inglewood	CA	90301	310/419-4900
Southern California Pizza Company, LLC	026231	11115 Crenshaw Blvd		Inglewood	CA	90303	310/695-9838
SoCal South OC, LLC	032027	3800 Barranca Parkway, Suite P		Irvine	CA	92606	949/551-1505
SoCal Pizza Holdings, LLC	036394	3939 Portola Parkway, #200 H		Irvine	CA	92602	714/619-5940
Southern California Pizza Company, LLC	030537	366 N Harbor Blvd		La Habra	CA	90631	562/691-1394
Summit Pizza West, LLC	027207	8011 University Ave.		La Mesa	CA	91941	619/698-6300
SoCal Pizza Holdings, LLC	029990	12218 La Mirada Blvd.		La Mirada	CA	90638	562/501-9854
Southern California Pizza Company, LLC	024919	14316 Amar Rd., A		La Puente	CA	91744	626/917-6464
SoCal Pizza Holdings, LLC	030835	1251 Hacienda Blvd.		La Puente	CA	91744	626/918-2892
SoCal Pizza Holdings, LLC	032000	25481 Alicia Pkwy		Laguna Hills	CA	92653	949/586-4700
Southern PacPizza, LLC	029201	31736 Casino Dr		Lake Elsinore	CA	92530	951/674-6825
Southern PacPizza, LLC	029222	30850 Riverside Dr Ste A3		Lake Elsinore	CA	92530	951/471-0500
SoCal South OC, LLC	032019	22481 El Toro Rd, Suite A		Lake Forest	CA	92630	949/454-2400
Southern California Pizza Company, LLC	024940	12602 Del Amo Blvd, Suite 1		Lakewood	CA	90715	562/809-5000
Southern California Pizza Company, LLC	024950	5917 South St		Lakewood	CA	90713	562/866-6611
SoCal Pizza Holdings, LLC	026138	44836 10th St W		Lancaster	CA	93534	661/949-8383
Southern California Pizza Company, LLC	026146	1876 Avenue J East		Lancaster	CA	93535	661/948-8993
Southern California Pizza Company, LLC	032172	2071 W. Avenue K		Lancaster	CA	93536	661/723-3313
CalPac Pizza, LLC	027393	1029 N Lemoore Ave		Lemoore	CA	93245	559/924-2000
Pizza 3.14 - Store One, LLC	041681	200 W Kettleman Ln		Lodi	CA	95240	209-200-8091
Southern California Pizza Company, LLC	024934	1171 E Market St		Long Beach	CA	90805	562/422-1313
Southern California Pizza Company, LLC	024935	300 W Willow St		Long Beach	CA	90806	562/988-1711
Southern California Pizza Company, LLC	024936	1200 E 4th St		Long Beach	CA	90802	562/983-1177
Southern California Pizza Company, LLC	024938	4502 Los Coyotes Rd		Long Beach	CA	90815	562/597-2900
Southern California Pizza Company, LLC	024947	4558 Atlantic Ave		Long Beach	CA	90807	562/422-9005
Southern California Pizza Company, LLC	024841	11710 Wilmington Ave., #4-E		Los Angeles	CA	90059	323/563-9100
Southern California Pizza Company, LLC	024906	5213 Whittier Blvd		Los Angeles	CA	90022	323/267-0300
Southern California Pizza Company, LLC	024951	1457 Florence Ave., #109		Los Angeles	CA	90001	323/582-9200
Southern California Pizza Company, LLC	025408	611 E. Imperial Hwy.		Los Angeles	CA	90059	323/820-9629
SoCal Pizza Holdings, LLC	026143	1555 S Western Ave		Los Angeles	CA	90006	323/734-7713
Southern California Pizza Company, LLC	026149	718 S. Los Angeles St.	Unit C	Los Angeles	CA	90014	213/489-3863
Southern California Pizza Company, LLC	026152	1851 W Slauson Ave		Los Angeles	CA	90047	323/290-2290
Southern California Pizza Company, LLC	026154	5101 Venice Blvd		Los Angeles	CA	90019	323/938-6111
Southern California Pizza Company, LLC	026158	4356 Leimert Blvd		Los Angeles	CA	90008	323/291-4000
Southern California Pizza Company, LLC	026159	1001 W Century Blvd		Los Angeles	CA	90044	323/757-9000
Southern California Pizza Company, LLC	026160	3400 E 1st St		Los Angeles	CA	90063	323/265-0800
Southern California Pizza Company, LLC	026162	1014 Martin Luther King Jr. Blvd.		Los Angeles	CA	90037	323/231-8000
Southern California Pizza Company, LLC	026163	4209 E Cesar E Chavez Blvd.		Los Angeles	CA	90063	323/260-7100
Southern California Pizza Company, LLC	026165	7229 S. Figueroa St.		Los Angeles	CA	90003	323/753-8800
Southern California Pizza Company, LLC	026166	4351 S Central Ave		Los Angeles	CA	90011	323/233-1444
Southern California Pizza Company, LLC	026179	2542 W Temple St		Los Angeles	CA	90026	213/387-7711
Southern California Pizza Company, LLC	026180	1562 W Pico Blvd		Los Angeles	CA	90015	213/388-6111
Southern California Pizza Company, LLC	026183	6312 W 89th St		Los Angeles	CA	90045	310/641-1114
Southern California Pizza Company, LLC	026200	4329 N. Figueroa St.		Los Angeles	CA	90065	323/221-2700
Southern California Pizza Company, LLC	026205	5130 Huntington Dr. S		Los Angeles	CA	90032	323/221-3100
Southern California Pizza Company, LLC	026209	4629 W Santa Monica Blvd.	#2	Los Angeles	CA	90029	323/663-0400

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Southern California Pizza Company, LLC	026218	2930 Colorado Blvd		Los Angeles	CA	90041	818/552-2277
Southern California Pizza Company, LLC	027613	4207 Beverly Blvd.		Los Angeles	CA	90004	323/660-1498
Southern California Pizza Company, LLC	028168	1780 La Cienega Blvd.		Los Angeles	CA	90035	424/672-6773
Southern California Pizza Company, LLC	028345	11146 Palms Blvd.		Los Angeles	CA	90034	310/473-1133
Southern California Pizza Company, LLC	030641	2405 South Vermont Ave.		Los Angeles	CA	90007	213/746-2900
CalPac Pizza II, LLC	027399	419 Pacheco Hwy		Los Banos	CA	93635	209/826-6000
Southern California Pizza Company, LLC	024945	3601 Martin Luther King Jr Blvd		Lynwood	CA	90262	310/761-1000
CalPac Pizza, LLC	027394	1475 Country Club Dr., A		Madera	CA	93638	559/675-1000
PacPizza, LLC	011772	920 N Main St		Manteca	CA	95336	209/825-5588
PacPizza, LLC	011649	1130 N Beale Rd		Marysville	CA	95901	530/742-8897
Pac Partners, LLC	032066	26100 Newport Rd # 14		Menifee	CA	92584	951/301-5105
Maddie Pizza LLC	040828	3415 Middlefield Rd		Menlo Park	CA	94025	650/368-8700
CalPac Pizza, LLC	036477	580 W. Olive Ave		Merced	CA	95348	209/383-3744
PacPizza, LLC	011726	102 S Park Victoria Dr		Milpitas	CA	95035	408/946-5000
PacPizza, LLC	011769	2401 E Orangeburg Ave, Suite 200		Modesto	CA	95355	209/526-6800
CalPac Pizza II, LLC	028576	1047 W Orangeburg Ave		Modesto	CA	95350	209/524-9031
Southern California Pizza Company, LLC	024922	1515 W Beverly Blvd		Montebello	CA	90640	323/726-2700
Southern California Pizza Company, LLC	024875	11875 Pigeon Pass Rd		Moreno Valley	CA	92557	951/485-9933
Southern California Pizza Company, LLC	024876	24021 Alessandro Blvd Ste 106		Moreno Valley	CA	92553	951/485-0202
Southern California Pizza Company, LLC	024885	15974 Perris Blvd.,D & E		Moreno Valley	CA	92551	951/247-5000
Southern California Pizza Company, LLC	030639	12831 Moreno Beach Dr., #102		Moreno Valley	CA	92555	951/214-6502
Southern PacPizza, LLC	029224	25030 Hancock #106		Murrieta	CA	92562	951/698-3311
Summit Pizza West, LLC	027217	2437 E Plaza Blvd		National City	CA	91950	619/479-8400
Summit Pizza West, LLC	030290	1528 Sweetwater Rd., Suite E&F		National City	CA	91950	619/474-8894
SoCal South OC, LLC	032018	3601 Jamboree Rd Ste 3		Newport Beach	CA	92660	949/263-1700
Southern California Pizza Company, LLC	024847	1825 Hamner Avenue	Suite X	Norco	CA	92860	951/734-1333
Southern California Pizza Company, LLC	026212	15650 Nordhoff St.	#101	North Hills	CA	91343	818/895-0944
Southern California Pizza Company, LLC	026191	8023 Lankershim Blvd		North Hollywood	CA	91605	818/771-0800
Southern California Pizza Company, LLC	026196	4408 Vineland Ave.		North Hollywood	CA	91602	818/769-2400
Southern California Pizza Company, LLC	026202	12447 Victory Blvd		North Hollywood	CA	91606	818/505-8000
Southern California Pizza Company, LLC	026217	5948 Lankershim Blvd		North Hollywood	CA	91601	818/509-9555
Southern California Pizza Company, LLC	026184	10231 Reseda Avenue		Northridge	CA	91324	818/998-4700
Southern California Pizza Company, LLC	024943	11006 Rosecrans Ave		Norwalk	CA	90650	562/863-4466
Southern California Pizza Company, LLC	029434	12125 Imperial Highway		Norwalk	CA	90650	562/864-5226
Summit Pizza West, LLC	027196	610 North Redondo Dr., Ste. F		Oceanside	CA	92057	760/433-4433
Summit Pizza West, LLC	027197	3509 Cannon Rd. #E1		Oceanside	CA	92056	760/414-9400
Summit Pizza West, LLC	027240	1836 Oceanside Blvd. Suite B		Oceanside	CA	92054	760/721-3900
Southern California Pizza Company, LLC	024859	1117 N Mountain Ave		Ontario	CA	91762	909/391-7171
Southern California Pizza Company, LLC	024879	715 N Euclid Ave		Ontario	CA	91762	909/986-8111
Southern California Pizza Company, LLC	024880	2598 S. Archibald Ave., space B		Ontario	CA	91761	909/923-5566
SoCal South OC, LLC	032009	2091 N Tustin Ave		Orange	CA	92865	714/974-8888
SoCal South OC, LLC	032012	3023 E Chapman Ave		Orange	CA	92869	714/744-4700
Southern California Pizza Company, LLC	026222	2410 Saviers Rd		Oxnard	CA	93033	805/487-4000
Southern California Pizza Company, LLC	026224	820 N Ventura Rd		Oxnard	CA	93030	805/485-8121
Southern California Pizza Company, LLC	026185	10365 Laurel Canyon Blvd.		Pacoima	CA	91331	818/890-8000
Southern PacPizza, LLC	029207	1180 S Palm Canyon Dr		Palm Springs	CA	92264	760/778-5477
SoCal Pizza Holdings, LLC	026136	220 E Palmdale Blvd		Palmdale	CA	93550	661/273-5877
Southern California Pizza Company, LLC	026215	37244 47th St.	Suite C-3	Palmdale	CA	93550	661/285-9595
Southern California Pizza Company, LLC	028552	5037 W. Avenue N, #5		Palmdale	CA	93551	661/943-7817
Southern California Pizza Company, LLC	029686	37926 47th Street East, Suite B		Palmdale	CA	93552	661/208-4111
Southern California Pizza Company, LLC	026190	14500 Nordhoff St		Panorama City	CA	91402	818/893-3333
SoCal Pizza Holdings, LLC	032341	8509 Alondra Blvd	Ste B	Paramount	CA	90723	562/529-3900
Southern California Pizza Company, LLC	026171	1269 N. Lake Ave.		Pasadena	CA	91104	626/398-3700

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Southern PacPizza, LLC	029203	1675 N Perris Blvd Ste E		Perris	CA	92571	951/657-5456
Southern California Pizza Company, LLC	024852	9338 Whittier Blvd		Pico Rivera	CA	90660	562/948-1191
Southern California Pizza Company, LLC	024890	901 E Yorba Linda Blvd		Placentia	CA	92870	714/996-4222
Southern California Pizza Company, LLC	024916	2301 N Garey Ave		Pomona	CA	91767	909/593-2000
Southern California Pizza Company, LLC	024921	2218 S Garey Ave		Pomona	CA	91766	909/465-9200
Southern PacPizza, LLC	029229	393 W.Olive		Porterville	CA	93257	559/781-3811
Southern PacPizza, LLC	029230	276 West Henderson		Porterville	CA	93257	559/781-0323
Southern California Pizza Company, LLC	024860	8001-A Archibald Ave		Rancho Cucamonga	CA	91730	909/948-9000
Southern California Pizza Company, LLC	024883	450 E Cypress Ave Ste B		Redlands	CA	92373	909/335-2222
Maddie Pizza LLC	040830	600 W. Whipple		Redwood City	CA	94063	650/361-8700
Southern California Pizza Company, LLC	026189	19371-A Saticoy St.	Suite A C-12	Reseda	CA	91335	818/998-5600
Southern California Pizza Company, LLC	026194	19417 3/4 Victory Blvd		Reseda	CA	91335	818/343-3600
Southern California Pizza Company, LLC	024849	260 West Baseline Rd.		Rialto	CA	92376	909/877-5890
Southern California Pizza Company, LLC	024864	310 S Riverside Ave		Rialto	CA	92376	909/873-1122
Pac Partners, LLC	034017	634 S. China Lake Blvd	Unit A	Ridgecrest	CA	93555	760/446-3200
Southern California Pizza Company, LLC	024846	3380 La Sierra Ave.,#105		Riverside	CA	92503	951/351-8880
Southern California Pizza Company, LLC	024854	19040 Van Buren Blvd Ste 105		Riverside	CA	92508	951/780-8227
Southern California Pizza Company, LLC	024856	1485 University Ave		Riverside	CA	92507	951/276-3307
Southern California Pizza Company, LLC	024873	9706 Magnolia Ave		Riverside	CA	92503	951/687-4477
Southern California Pizza Company, LLC	024874	3395 University Ave		Riverside	CA	92501	951/781-7777
Southern California Pizza Company, LLC	024877	4620 Galena St, Suites A&B		Riverside	CA	92509	951/360-1010
Southern California Pizza Company, LLC	024884	3255 Arlington Ave		Riverside	CA	92506	951/684-0700
SoCal Pizza Holdings, LLC	026434	4750 La Sierra Ave.		Riverside	CA	92505	951/688-7711
Aqua Mirage, Inc.	027111	2101 W. Rosamond Blvd.		Rosamond	CA	93560	661/256-1000
Southern California Pizza Company, LLC	024918	7779 Garvey Ave		Rosemead	CA	91770	626/307-5533
Southern California Pizza Company, LLC	024926	1758 S Nogales St		Rowland Heights	CA	91748	626/912-9292
PacPizza, LLC	011664	604 W El Camino Ave		Sacramento	CA	95833	916/921-1800
PacPizza, LLC	011753	6619 Florin Rd		Sacramento	CA	95828	916/386-2400
PacPizza, LLC	011755	1100 Fulton Ave		Sacramento	CA	95825	916/978-9700
PacPizza, LLC	011761	5323-A Elkhorn Blvd		Sacramento	CA	95842	916/331-8800
Southern California Pizza Company, LLC	024865	1050 Kendall Dr., ste. D		San Bernardino	CA	92407	909/881-5444
Southern California Pizza Company, LLC	024866	595 S Mount Vernon Ave		San Bernardino	CA	92410	909/889-4440
Southern California Pizza Company, LLC	024867	1102 E Highland Ave		San Bernardino	CA	92404	909/881-1111
Southern California Pizza Company, LLC	024878	398 West Baseline Street		San Bernardino	CA	92410	909/889-9200
SoCal Pizza Holdings, LLC	031775	2999 Kendall Dr. Suite C-14		San Bernardino	CA	92407	909/880-8300
Summit Pizza West, LLC	027209	4090 El Cajon Blvd Ste C		San Diego	CA	92105	619/584-0800
Summit Pizza West, LLC	027211	2931 Market St		San Diego	CA	92102	619/230-0088
Summit Pizza West, LLC	027218	3549 Midway Dr		San Diego	CA	92110	619/226-2333
Summit Pizza West, LLC	027228	6911 Linda Vista Rd		San Diego	CA	92111	858/571-0110
Summit Pizza West, LLC	027625	2931 Beyer Blvd.		San Diego	CA	92154	619/754-9621
Summit Pizza West, LLC	027770	2695 Mission Village Drive		San Diego	CA	92123	858/496-7996
Summit Pizza West, LLC	030286	11808 Rancho Bernardo Rd.		San Diego	CA	92128	858/487-4140
Summit Pizza West, LLC	033358	2340 University Avenue		San Diego	CA	92104	619/683-3222
Summit Pizza West, LLC	036766	8214 Mira Mesa Blvd # 103		San Diego	CA	92126	858/578-5600
Southern California Pizza Company, LLC	026208	551 N. Maclay Ave.		San Fernando	CA	91340	818/898-3737
Southern California Pizza Company, LLC	024910	927 E Las Tunas Dr., A		San Gabriel	CA	91776	626/451-5900
Southern PacPizza, LLC	029208	490 N State St		San Jacinto	CA	92583	951/487-2300
PacPizza, LLC	011728	3094a Story Rd		San Jose	CA	95127	408/929-9000
PacPizza, LLC	011729	5689 Cottle Rd		San Jose	CA	95123	408/629-4500
PacPizza, LLC	011730	3161 Senter Rd		San Jose	CA	95111	408/578-1000
PacPizza, LLC	032516	226 West Alma Ave Ste. 40		San Jose	CA	95110	408/288-5400

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SoCal South OC, LLC	032003	32095 Camino Capistrano		San Juan Capistrano	CA	92675	949/496-0051
Pac Partners, LLC	031626	15099 Hesperian Blvd. Ste C		San Leandro	CA	94578	510/276-0118
Summit Pizza West, LLC	027198	1915 W. San Marcos Blvd		San Marcos	CA	92069	760/598-9900
Maddie Pizza LLC	040826	14501 San Pablo Ave		San Pablo	CA	94806	510/233-2700
Southern California Pizza Company, LLC	024932	650 S Gaffey St		San Pedro	CA	90731	310/521-0500
Southern California Pizza Company, LLC	024896	715 N Harbor Blvd., #103		Santa Ana	CA	92703	714/554-6666
SoCal Pizza Holdings, LLC	032002	3317 S Bristol St		Santa Ana	CA	92704	714/540-6201
SoCal South OC, LLC	032005	1036 S. Main St., #104		Santa Ana	CA	92701	714/568-5411
SoCal South OC, LLC	032010	1714 E. McFadden Ave., Suite O		Santa Ana	CA	92705	714/480-0740
SoCal South OC, LLC	032011	2390 N Tustin Ave., Suite A		Santa Ana	CA	92705	714/834-9090
SoCal South OC, LLC	032013	806 W 17th St		Santa Ana	CA	92706	714/558-4848
SoCal South OC, LLC	032015	2541 S Fairview St		Santa Ana	CA	92704	714/549-2288
SoCal South OC, LLC	032026	2003 W. 1st St., B		Santa Ana	CA	92703	714/953-5656
Southern California Pizza Company, LLC	026220	27984 Seco Canyon Rd.	#303	Santa Clarita	CA	91350	661/513-0600
Southern California Pizza Company, LLC	030538	743 E Main St		Santa Maria	CA	93454	805/346-1100
Southern California Pizza Company, LLC	026226	2029 Pico Blvd		Santa Monica	CA	90405	310/399-6767
Southern California Pizza Company, LLC	026219	14900 Burbank Blvd		Sherman Oaks	CA	91411	818/784-3400
Southern California Pizza Company, LLC	026207	2050 D First Street		Simi Valley	CA	93065	805/522-8200
Southern California Pizza Company, LLC	024904	3255 Tweedy Blvd		South Gate	CA	90280	323/566-6600
Maddie Pizza LLC	040829	553 El Camino Real		South San Francisco	CA	94080	650/583-4500
Summit Pizza West, LLC	027212	8300 Paradise Valley Rd. #124		Spring Valley	CA	91977	619/472-8200
Summit Pizza West, LLC	031292	9805 Campo Rd., Suite 150		Spring Valley	CA	91977	619/660-9996
Southern California Pizza Company, LLC	024894	12003 Beach Blvd		Stanton	CA	90680	714/373-5599
PacPizza, LLC	011767	4729 N. Pershing Ave., #a		Stockton	CA	95207	209/951-0100
Southern California Pizza Company, LLC	026216	8337 Foothill Blvd.	#1	Sunland	CA	91040	818/352-8868
PacPizza, LLC	011668	464 N Mathilda Ave		Sunnyvale	CA	94085	408/735-1900
SoCal Pizza Holdings, LLC	026144	12737 Glenoaks Blvd		Sylmar	CA	91342	818/362-6741
CalPac Pizza II, LLC	028804	900 Kern St., Suite C		Taft	CA	93268	661/763-1090
Southern PacPizza, LLC	029221	33195 Hwy 79 South Ste D		Temecula	CA	92592	951/303-1388
Southern PacPizza, LLC	029232	27267 Nicolas Road, Suite E-104		Temecula	CA	92591	951/587-3830
Southern California Pizza Company, LLC	026229	75 S Rancho Rd		Thousand Oaks	CA	91362	805/371-3700
SoCal Pizza Holdings, LLC	026142	2208 Artesia Blvd		Torrance	CA	90504	310/329-9900
Southern California Pizza Company, LLC	026148	20305 Anza Ave.-Suite D		Torrance	CA	90503	310/370-3531
Southern California Pizza Company, LLC	026155	1173 W Carson St		Torrance	CA	90502	310/320-1590
Southern California Pizza Company, LLC	027603	3902 Pacific Coast Hwy.		Torrance	CA	90505	310/373-1616
PacPizza, LLC	011765	720 W 11th St		Tracy	CA	95376	209/832-5100
CalPac Pizza, LLC	027409	1304 Prosperity Ave.		Tulare	CA	93274	559/686-3352
PacPizza, LLC	027418	920 Lander Avenue		Turlock	CA	95380	209/668-6868
SoCal South OC, LLC	032014	13662 Newport Ave.		Tustin	CA	92780	714/544-8400
Southern PacPizza, LLC	029200	72526 29 Palms Hwy		Twentynine Palms	CA	92277	760/367-2806
Southern California Pizza Company, LLC	024853	1261 W Foothill Blvd.		Upland	CA	91786	909/949-8222
Maddie Pizza LLC	040825	905 Broadway		Vallejo	CA	94590	707/645-0505
Southern California Pizza Company, LLC	026195	17630 Vanowens Blvd		Van Nuys	CA	91406	818/343-7070
Southern California Pizza Company, LLC	026213	7136 Van Nuys Blvd		Van Nuys	CA	91405	818/779-0400
Southern California Pizza Company, LLC	026182	1411 Lincoln Blvd, Suite 6		Venice	CA	90291	310/577-9697
Southern PacPizza, LLC	029202	12183 Hesperia Rd		Victorville	CA	92395	760/243-4444
Southern PacPizza, LLC	029215	14582 Palmdale Rd		Victorville	CA	92392	760/241-4111
Southern PacPizza, LLC	029226	416 E Tulare Ave		Visalia	CA	93277	559/734-1100
Southern PacPizza, LLC	029228	250 S. Akers		Visalia	CA	93291	559/734-2041
Summit Pizza West, LLC	029993	1289 E. Vista Way		Vista	CA	92084	760/726-3200
CalPac Pizza, LLC	027404	2340 Highway 46		Wasco	CA	93280	661/758-5184

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Southern California Pizza Company, LLC	024842	3646 Nogales St., Unit C		West Covina	CA	91792	626/854-0022
Southern California Pizza Company, LLC	024855	6902 Westminster Blvd		Westminster	CA	92683	714/898-8883
Southern California Pizza Company, LLC	024924	11550 Whittier Blvd		Whittier	CA	90601	562/699-4000
Southern California Pizza Company, LLC	024928	13525 Telegraph Rd, C		Whittier	CA	90605	562/944-7700
Southern California Pizza Company, LLC	024933	909 W Pacific Coast Hwy		Wilmington	CA	90744	310/513-1700
SoCal South OC, LLC	032008	19725 Yorba Linda Blvd		Yorba Linda	CA	92886	714/779-2222
Southern California Pizza Company, LLC	024886	34309 Yucaipa Blvd Ste A		Yucaipa	CA	92399	909/797-2111
Southern PacPizza, LLC	029210	58012 29 Palms Hwy		Yucca Valley	CA	92284	760/369-6545
GMRG ACQ 1, LLC	034983	814 Main St		Alamosa	CO	81101	719/589-3693
Hut Rocky Mountain LLC	038226	8990 Ralston Rd		Arvada	CO	80002	303/424-0710
Hut Rocky Mountain LLC	038229	1545 S. Havana St.		Aurora	CO	80012	303/745-9353
Hut Rocky Mountain LLC	038230	16800 E. Iliff Ave.		Aurora	CO	80013	303/745-3198
Hut Rocky Mountain LLC	038233	5657 S Himalaya St, #260		Aurora	CO	80015	303/699-6980
Hut Rocky Mountain LLC	038235	1086 S Sable Blvd		Aurora	CO	80012	303/369-6600
Hut Rocky Mountain LLC	038245	14601 E. Colfax Ave., unit C		Aurora	CO	80011	303/363-6001
Hut Rocky Mountain LLC	038254	18187 E Hampden Ave		Aurora	CO	80013	303/680-1397
American Pizza Partners, L.P.	014425	821 W. Mountain Ave.		Berthoud	CO	80513	970/532-1111
GMRG ACQ 1, LLC	040157	2404 Arapahoe Avenue, Suite 345		Boulder	CO	80302	720/651-9599
Hut Rocky Mountain LLC	038219	2210 E Bridge St		Brighton	CO	80601	303/659-6235
GMRG ACQ 1, LLC	035677	320 S Lincoln St		Burlington	CO	80807	719/346-8819
GMRG ACQ 1, LLC	035004	310 N. 16th Street, # A-C		Canon City	CO	81212	719/269-3000
GMRG ACQ 1, LLC	035001	340 S Wilcox St		Castle Rock	CO	80104	303/688-3622
Hut Rocky Mountain LLC	038232	5270 E Arapahoe Rd., #G3		Centennial	CO	80122	303/220-1181
Hut Rocky Mountain LLC	038255	10639 E. Briarwood Ave., Space B1		Centennial	CO	80112	303/799-6566
GMRG ACQ 1, LLC	035978	571 32 Rd Unit A		Clifton	CO	81520	970/434-5500
GMRG ACQ 1, LLC	034979	840 E Fillmore St		Colorado Springs	CO	80907	719/634-1400
GMRG ACQ 1, LLC	034985	2840 S Academy Blvd		Colorado Springs	CO	80916	719/392-0550
GMRG ACQ 1, LLC	034986	5815 Palmer Park Blvd		Colorado Springs	CO	80915	719/596-6200
GMRG ACQ 1, LLC	034988	3671 Star Ranch Rd		Colorado Springs	CO	80906	719/527-1111
GMRG ACQ 1, LLC	034989	6130 Barnes Rd, Suite 100		Colorado Springs	CO	80922	719/570-9333
GMRG ACQ 1, LLC	034991	8832 N Union Blvd, Ste N		Colorado Springs	CO	80920	719/282-3111
GMRG ACQ 1, LLC	034994	1120 North Circle Drive, Suite 200		Colorado Springs	CO	80909	719/574-3100
GMRG ACQ 1, LLC	034997	3345 N. Academy Blvd.		Colorado Springs	CO	80917	719/531-7500
GMRG ACQ 1, LLC	035005	4331 Centennial Blvd		Colorado Springs	CO	80907	719/634-6760
Hut Rocky Mountain LLC	038222	6125 E Parkway Dr		Commerce City	CO	80022	303/287-2275
Hut Rocky Mountain LLC	038247	15550 E. 103rd Place, #100		Commerce City	CO	80022	303/289-2727
Worldwide Restaurant Corporation	006757	1119 E Main St		Cortez	CO	81321	970/565-4037
GMRG ACQ 1, LLC	035976	1252 S Main St		Delta	CO	81416	970/874-5721
Hut Rocky Mountain LLC	038223	3200 Colorado Blvd		Denver	CO	80207	303/394-4814
Hut Rocky Mountain LLC	038227	15470 Andrews Dr Ste 20		Denver	CO	80239	303/373-9255
Hut Rocky Mountain LLC	038231	9500 E Hampden Ave		Denver	CO	80231	303/695-6333
Hut Rocky Mountain LLC	038234	4676 Washington Street		Denver	CO	80216	303/294-0500
Hut Rocky Mountain LLC	038243	7171 Pecos St		Denver	CO	80221	303/650-5100
Hut Rocky Mountain LLC	038248	975 S Federal Blvd		Denver	CO	80219	303/935-0976
Hut Rocky Mountain LLC	038249	2300 S Federal Blvd		Denver	CO	80219	303/935-7204
Hut Rocky Mountain LLC	038251	4085 E Mississippi Ave, A&B		Denver	CO	80246	303/692-8008
Hut Rocky Mountain LLC	038257	4906 N Tower Rd Suite 130		Denver	CO	80249	720/543-7875
Hut Rocky Mountain LLC	040520	8801 E Montview Blvd, Suite 110		Denver	CO	80238	303/321-5900
Hut Rocky Mountain LLC	040635	3160 Federal Blvd		Denver	CO	80211	720/792-0145
Hut Rocky Mountain LLC	040774	603 Grant St		Denver	CO	80203	303/893-0055
Ayvaz Pizza, LLC	040112	1316 Main Ave		Durango	CO	81301	970/259-2112
Hut Rocky Mountain LLC	038250	4100 S Broadway		Englewood	CO	80113	303/762-8000
GMRG ACQ 1, LLC	034992	7657 Mclaughlin Rd		Falcon	CO	80831	719/495-6999

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American Pizza Partners, L.P.	027579	4415 City Centre Rd, Suite 100		Firestone	CO	80504	303/772-6800
American Pizza Partners, L.P.	014423	1075 Pennock Pl		Fort Collins	CO	80524	970/221-3948
American Pizza Partners, L.P.	014424	4643 S Mason St		Fort Collins	CO	80525	970/223-6656
Hut Rocky Mountain LLC	038225	1200 W Platte Ave		Fort Morgan	CO	80701	970/867-4843
GMRG ACQ 1, LLC	034990	6859 Mesa Ridge Pkwy		Fountain	CO	80817	719/391-1200
GMRG ACQ 1, LLC	035979	1041 Highway 6 & 50		Fruita	CO	81521	970/858-1234
GMRG ACQ 1, LLC	035904	17211 S Golden Rd # A120		Golden	CO	80401	303/279-2971
GMRG ACQ 1, LLC	035975	1440 North Ave.		Grand Junction	CO	81501	970/243-4914
GMRG ACQ 1, LLC	035988	417 Monument Road		Grand Junction	CO	81507	970/245-1777
American Pizza Partners, L.P.	014421	2439 W. 10th St		Greeley	CO	80634	970/356-6736
American Pizza Partners, L.P.	023244	4637 W. 29th Street.		Greeley	CO	80634	970/330-5463
GMRG ACQ 1, LLC	034981	402 E 1st St		La Junta	CO	81050	719/384-5404
Hut Rocky Mountain LLC	038239	6781 W Colfax Ave		Lakewood	CO	80214	303/232-1321
Hut Rocky Mountain LLC	038240	3355 S. Wadsworth Blvd., G107		Lakewood	CO	80227	303/989-3333
Hut Rocky Mountain LLC	038246	105 D Wadsworth Blvd.		Lakewood	CO	80226	303/274-1600
Hut Rocky Mountain LLC	038260	12073 W Alameda Pkwy		Lakewood	CO	80228	303/989-9598
GMRG ACQ 1, LLC	034982	610 N Main St		Lamar	CO	81052	719/336-7300
Hut Rocky Mountain LLC	038228	9012 W Ken Caryl Road		Littleton	CO	80128	303/972-1945
Hut Rocky Mountain LLC	038237	9385 S. Colorado Blvd., #106		Littleton	CO	80126	303/470-5200
Hut Rocky Mountain LLC	038238	5856 S Lowell Blvd Ste 30		Littleton	CO	80123	303/795-2730
Hut Rocky Mountain LLC	038258	10171B W Bowles Ave		Littleton	CO	80127	303/973-1651
Hut Rocky Mountain LLC	040819	1515 Main St Ste 1		Longmont	CO	80501	303/678-1888
American Pizza Partners, L.P.	014418	237 E 29th St		Loveland	CO	80538	970/203-1111
GMRG ACQ 1, LLC	034984	2015 Grande Ave		Monte Vista	CO	81144	719/852-4079
GMRG ACQ 1, LLC	035989	2331 S Townsend Ave		Montrose	CO	81401	970/249-8588
GMRG ACQ 1, LLC	040654	15932 Jackson Creek Pkwy Unit F		Monument	CO	80132	719/301-3560
Hut Rocky Mountain LLC	038220	11920 N Washington St		Northglenn	CO	80233	303/450-0772
GMRG ACQ 1, LLC	035000	10535 Parker Road		Parker	CO	80134	303/841-8922
GMRG ACQ 1, LLC	034987	1130 W Northern Ave		Pueblo	CO	81004	719/544-1400
GMRG ACQ 1, LLC	035003	1106 Bonforte Blvd.		Pueblo	CO	81001	719/545-6644
GMRG ACQ 1, LLC	035006	1710 Highway 50		Pueblo	CO	81008	719/545-1901
GMRG ACQ 1, LLC	035675	224 W Main St.		Sterling	CO	80751	970/522-7363
Hut Rocky Mountain LLC	038253	3880 E 104th Ave		Thornton	CO	80233	720/872-9115
Hut Rocky Mountain LLC	038256	13762 Colorado Blvd., #100		Thornton	CO	80602	303/457-0216
Hut Rocky Mountain LLC	038261	11985 Holly St		Thornton	CO	80233	720/799-8919
GMRG ACQ 1, LLC	034998	2008 Freedom Rd.		Trinidad	CO	81082	719/846-8236
Hut Rocky Mountain LLC	038221	7820 Sheridan Blvd		Westminster	CO	80003	303/429-7887
Hut Rocky Mountain LLC	038236	12049 North Pecos St		Westminster	CO	80234	303/452-5252
Hut Rocky Mountain LLC	038241	10138 N Wadsworth Pkwy		Westminster	CO	80021	303/439-9003
Hut Rocky Mountain LLC	038242	10343 Federal Blvd, unit C		Westminster	CO	80260	303/469-1555
American Pizza Partners, L.P.	014422	100 12th St		Windsor	CO	80550	970/686-5688
GMRG ACQ 1, LLC	035679	831 S Detroit St		Yuma	CO	80759	970/848-5471
Chaac Pizza Northeast, LLC	036877	4205 Georgia Ave NW		Washington	DC	20011	202/882-0600
Chaac Pizza Northeast, LLC	036878	1501 A&B Maryland Ave NE		Washington	DC	20002	202/396-3300
Chaac Pizza Northeast, LLC	040818	3232 Pennsylvania Ave. SE		Washington	DC	20020	202/844-6998
Hut East Coast LLC	038450	1837 Pulaski Hwy 40		Bear	DE	19701	302/838-5935
Hut East Coast LLC	038449	1155 E Lebanon Rd		Dover	DE	19901	302/697-3600
Hut East Coast LLC	041679	515 South Dupont Highway, Unit 1		Dover	DE	19901	302/546-0145
Hut East Coast LLC	042098	639 North Dupont Boulevard		Milford	DE	19963	475/549-0875
Hut East Coast LLC	038481	820 Norman Eskridge Hwy		Seaford	DE	19973	302/629-0600
Hut East Coast LLC	038479	119 N. Dupont Hwy., Suite E		Smyrna	DE	19977	302/659-1299
CFL Pizza, LLC	026516	767 S. State Road 434	#1000	Altamonte Springs	FL	32714	407/522-5577
CFL Pizza, LLC	026569	600 E Altamonte Dr		Altamonte Springs	FL	32701	407/831-2200

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CFL Pizza, LLC	026504	883 Semoran Blvd		Apopka	FL	32703	407/886-1729
CFL Pizza, LLC	026519	1148 N. Rock Springs Rd.		Apopka	FL	32712	407/880-8672
Hut Florida LLC	038715	2527 SE Hwy 70		Arcadia	FL	34266	863/993-1193
Hut Florida LLC	038631	203 Magnolia Ave		Auburndale	FL	33823	863/965-1300
CFL Pizza, LLC	041073	865 FL-559		Auburndale	FL	33823	863/969-1030
Hut Florida LLC	038629	310 N Hwy 27		Avon Park	FL	33825	863/452-5101
Hut Florida LLC	040851	810 N Broadway Ave Unit 17		Bartow	FL	33830	863/533-0718
CFL Pizza, LLC	026491	10738 SE US Hwy. 441		Belleview	FL	34420	352/245-1125
Hut Florida LLC	038580	19926 W. Central		Blountstown	FL	32424	850/674-8700
ADT Florida LLC	037631	21342 St. Andrews Blvd., #250		Boca Raton	FL	33433	561/367-7766
Hut Florida LLC	038593	2117 S Waukesha St		Bonifay	FL	32425	850/547-5900
Hut Florida LLC	038704	27241 Bay Landing Dr., Ste. 9		Bonita Springs	FL	34135	239/947-5526
ADT Florida LLC	037632	9851 D Military Trail South		Boynton Beach	FL	33436	561/369-7111
Hut Florida LLC	038634	6383 Manatee Ave W #301		Bradenton	FL	34209	941/795-8000
Hut Florida LLC	038651	3611 First Street East, #210		Bradenton	FL	34208	941/747-0777
Hut Florida LLC	038652	3132 53rd Ave E		Bradenton	FL	34203	941/753-0444
Hut Florida LLC	038654	4802 14th St		Bradenton	FL	34207	941/753-2222
Hut Florida LLC	040983	4144 Lakewood Ranch Blvd		Bradenton	FL	34211	941/373-6410
Hut Florida LLC	038639	729 W Lumsden Rd #14		Brandon	FL	33511	813/684-8080
Jonbro, Inc.	027720	7191 Broad Street		Brooksville	FL	34601	352/796-4040
CFL Pizza, LLC	026529	421 N. West Street		Bushnell	FL	33513	352/568-1186
Hut Florida LLC	038663	542168 US HWY 1		Callahan	FL	32011	904/507-2979
Hut Florida LLC	038601	744 Hwy. 29 North		Cantonment	FL	32533	850/968-9566
Hut Florida LLC	038604	2311 Santa Barbara Blvd, Suite 110		Cape Coral	FL	33991	239/772-2626
Hut Florida LLC	038710	1751 NE Pine Island Rd, Suite F1		Cape Coral	FL	33909	239/997-5151
CFL Pizza, LLC	026508	130 N Winter Park Dr		Casselberry	FL	32707	407/695-6600
CFL Pizza, LLC	027919	1105 N. Young		Chiefland	FL	32626	352/493-7655
Hut Florida LLC	038609	2519 McMullen Booth Rd., #501		Clearwater	FL	33761	727/726-2000
Hut Florida LLC	038611	407 S. Belcher Rd. #4		Clearwater	FL	33765	727/797-5958
Hut Florida LLC	038720	5020 E Bay Dr Ste 400		Clearwater	FL	33764	727/535-5000
CFL Pizza, LLC	026540	750 E HIGHWAY 50		Clermont	FL	34711	352/394-5526
CFL Pizza, LLC	026546	13900 County Road 455	#104	Clermont	FL	34711	407/654-4900
CFL Pizza, LLC	026555	710 West Ave		Cocoa	FL	32927	321/636-3300
CFL Pizza, LLC	026502	179 E Cocoa Beach Causeway		Cocoa Beach	FL	32931	321/783-2780
Koning Restaurants International, L.C.	012359	7808 Wiles Rd		Coral Springs	FL	33067	954/345-8333
Hut Florida LLC	038589	2650 Crawfordville Hwy		Crawfordville	FL	32327	850/926-1116
Ayvaz Pizza, LLC	039529	2221 South Ferdon Blvd. #2227		Crestview	FL	32536	850/682-9960
Hut Florida LLC	038721	12540 US Hwy 301		Dade City	FL	33525	352/567-7791
Koning Restaurants International, L.C.	032903	314 E Dania Beach Blvd		Dania	FL	33004	954/628-3051
Koning Restaurants International, L.C.	012370	2901 S University Dr		Davie	FL	33328	954/474-8844
Koning Restaurants International, L.C.	012379	11316 State Rd #84		Davie	FL	33325	954/370-9800
CFL Pizza, LLC	026535	500 S Atlantic Ave		Daytona Beach	FL	32118	386/255-7234
CFL Pizza, LLC	026551	832 N. Nova Rd		Daytona Beach	FL	32117	386/255-4455
CFL Pizza, LLC	026552	1500 Beville Rd Ste 102		Daytona Beach	FL	32114	386/239-0700
Koning Restaurants International, L.C.	012364	1636 W Hillsboro Blvd		Deerfield Beach	FL	33442	954/427-0111
Hut Florida LLC	038592	891 HWY 331 S.		Defuniak Springs	FL	32435	850/892-7226
CFL Pizza, LLC	026533	1403 N Woodland Blvd		Deland	FL	32720	386/734-0516
CFL Pizza, LLC	026553	115 E New York Ave		Deland	FL	32724	386/736-0999
CFL Pizza, LLC	026548	1894 Providence Blvd		Deltona	FL	32725	386/789-9191
CFL Pizza, LLC	035194	605 Courtland Blvd Ste 103A		Deltona	FL	32738	321/257-0260
Ayvaz Pizza, LLC	039411	1027 Hwy 98 East		Destin	FL	32541	850/269-2555
Koning Restaurants International, L.C.	013721	10379 NW 41st St		Doral	FL	33178	305/392-7989
CFL Pizza, LLC	041330	11352 North Williams Street		Dunnellon	FL	34432	352/489-9101

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CFL Pizza, LLC	026565	5628 Hansel Ave		Edgewood	FL	32809	407/856-6212
Hut Florida LLC	038633	8963 US Highway 301 N		Ellenton	FL	34219	941/776-5466
CFL Pizza, LLC	026531	16106 Us Highway 441		Eustis	FL	32726	352/357-5577
Hut Florida LLC	038685	5000 US Hwy 17 South	#10	Fleming Island	FL	32003	904/278-1700
Koning Restaurants International, L.C.	012332	1239 S Federal Hwy		Fort Lauderdale	FL	33316	954/523-9002
Koning Restaurants International, L.C.	012363	3924-26 Davie Blvd		Fort Lauderdale	FL	33312	954/792-9002
Koning Restaurants International, L.C.	012367	1509 E Commercial Blvd		Fort Lauderdale	FL	33334	954/938-8321
Hut Florida LLC	038659	11591 Gladiolus Dr		Fort Myers	FL	33908	239/482-7030
Hut Florida LLC	038689	10580 Colonial Blvd., Ste. 110		Fort Myers	FL	33913	239/561-1415
Hut Florida LLC	038693	11841 Palm Beach Blvd., Suite 116		Fort Myers	FL	33905	239/694-0374
Hut Florida LLC	038709	16970 Alico Mission Way	Suite 302	Fort Myers	FL	33908	239/489-1577
Hut Florida LLC	040832	13401 Summerlin Rd Ste 3		Fort Myers	FL	33919	239/936-4871
ADT Florida LLC	037647	1439 S. US Highway 1		Fort Pierce	FL	34950	772/461-1353
Ayvaz Pizza, LLC	039412	141 Miracle Strip Pkwy SW		Fort Walton Beach	FL	32548	850/243-8727
Ayvaz Pizza, LLC	039430	430A Racetrack Road		Fort Walton Beach	FL	32547	850/863-4470
Hut Florida LLC	041752	857 Highway 20, Suite 1	850/792-2885	Freeport	FL	32439	850/792-2885
CFL Pizza, LLC	027920	5004 NW 34th St		Gainesville	FL	32605	352/373-7733
CFL Pizza, LLC	027921	7331 NW 4th Blvd		Gainesville	FL	32607	352/332-0032
ADT Florida LLC	037646	6728 Forest Hill Blvd.		Greenacres	FL	33413	561/439-1686
CFL Pizza, LLC	036941	14405 Montevista Rd		Groveland	FL	34736	352/366-2585
Ayvaz Pizza, LLC	039414	1169 Gulf Breeze Parkway		Gulf Breeze	FL	32561	850/934-1200
Hut Florida LLC	040525	35981 Hwy 27		Haines City	FL	33844	863/422-5945
Koning Restaurants International, L.C.	012374	718 N Federal Hwy		Hallandale	FL	33009	954/458-8800
Hut Florida LLC	038690	710 US Hwy. 27 South, Ste. A		Havana	FL	32333	850/539-1470
Koning Restaurants International, L.C.	012389	2750 W 68th St Ste 104		Hialeah	FL	33016	305/826-4455
Koning Restaurants International, L.C.	012393	3901 E 4th Ave		Hialeah	FL	33013	305/693-4800
Koning Restaurants International, L.C.	012394	1213 West 44th Place, Suite 15		Hialeah	FL	33012	305/826-7111
Koning Restaurants International, L.C.	012395	1801 E 4thg Ave		Hialeah	FL	33010	305/883-0050
Koning Restaurants International, L.C.	023167	1665 West 68th St, Suite 104		Hialeah	FL	33014	305/826-1202
Koning Restaurants International, L.C.	028172	18510 NW 67th Ave.		Hialeah	FL	33015	305/826-7100
Koning Restaurants International, L.C.	012372	4506 Hollywood Blvd		Hollywood	FL	33021	954/964-8777
Koning Restaurants International, L.C.	012345	25 N Homestead Blvd		Homestead	FL	33030	305/247-7371
Koning Restaurants International, L.C.	035123	3324 NE 7th Street		Homestead	FL	33033	305/508-7450
Koning Restaurants International, L.C.	035262	501 W Palm Dr Ste 103		Homestead	FL	33034	786/259-8103
Jonbro, Inc.	009070	4845 Suncoast Blvd		Homosassa Springs	FL	34447	352/628-1234
Hut Florida LLC	038642	8944 SR 52 #109		Hudson	FL	34667	727/862-6000
Jonbro, Inc.	007172	940 W Main St		Inverness	FL	34450	352/726-4880
Hut Florida LLC	038660	12961 N. Main Street	#301	Jacksonville	FL	32218	904/696-4893
Hut Florida LLC	038661	9501 Crosshill Blvd.	#102	Jacksonville	FL	32222	904/771-6480
Hut Florida LLC	038662	13799 Beach Blvd.	Unit 008C	Jacksonville	FL	32224	904/223-3900
Hut Florida LLC	038670	7939 Normandy Blvd		Jacksonville	FL	32221	904/783-3229
Hut Florida LLC	038672	6140 Merrill Rd		Jacksonville	FL	32277	904/743-7400
Hut Florida LLC	038673	5751 Main St North	#106	Jacksonville	FL	32208	904/475-1006
Hut Florida LLC	038675	5615 San Jose Blvd.	#2	Jacksonville	FL	32207	904/730-2900
Hut Florida LLC	038676	8221 Southside Blvd.	Deerwood Station Plz	Jacksonville	FL	32256	904/646-5544
Hut Florida LLC	038677	2771 Monument Rd	Suite 13	Jacksonville	FL	32225	904/641-4333
Hut Florida LLC	038678	5844 Atlantic Blvd		Jacksonville	FL	32207	904/727-7500
Hut Florida LLC	038679	11018 Old Saint Augustine Rd	#141	Jacksonville	FL	32257	904/260-6688
Hut Florida LLC	038680	11233 Beach Blvd.	#20	Jacksonville	FL	32246	904/641-7444
Hut Florida LLC	038681	1020 N. Edgewood Ave. N	Suite 17	Jacksonville	FL	32254	904/695-2122
Hut Florida LLC	038682	3035 Dunn Ave	#1	Jacksonville	FL	32218	904/924-9500
Hut Florida LLC	038683	1630 San Marco Blvd	#32	Jacksonville	FL	32207	904/396-0711

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Hut Florida LLC	038684	8102 Blanding Blvd Ste 25		Jacksonville	FL	32244	904/779-2400
Hut Florida LLC	038688	940 Cassat Ave		Jacksonville	FL	32205	904/693-9883
Hut Florida LLC	038694	12515 Philips Hwy., Suite 112		Jacksonville	FL	32256	904/292-2211
Hut Florida LLC	038695	6733 103rd Street, Suite 20		Jacksonville	FL	32210	904/778-4363
Hut Florida LLC	038708	1230 3rd St South		Jacksonville Beach	FL	32250	904/241-2929
ADT Florida LLC	037633	901 Indiantown Rd		Jupiter	FL	33458	561/575-7373
Koning Restaurants International, L.C.	039698	2300 North Roosevelt Blvd		Key West	FL	33040	305/296-2400
CFL Pizza, LLC	026506	4975 W Irlo Bronson Memorial Hwy.		Kissimmee	FL	34746	407/396-7273
CFL Pizza, LLC	026517	7557 Osceola Polk Line Rd.		Kissimmee	FL	34747	407/396-9976
CFL Pizza, LLC	026526	3311 S. Orange Blossom Trail		Kissimmee	FL	34746	407/847-5639
CFL Pizza, LLC	026532	898 Cypress Pkwy		Kissimmee	FL	34759	407/518-9000
CFL Pizza, LLC	026534	5740 W Irlo Bronson Memorial Hwy.		Kissimmee	FL	34746	407/396-2207
CFL Pizza, LLC	026537	1313 E Vine St		Kissimmee	FL	34744	407/846-1118
CFL Pizza, LLC	026545	8557 W Irlo Bronson Hwy		Kissimmee	FL	34747	407/239-4456
CFL Pizza, LLC	026574	1022 Buena Ventura Blvd		Kissimmee	FL	34743	407/344-0800
Hut Florida LLC	038699	505 W. Hickpoochee Ave., Ste. 600		Labelle	FL	33935	863/612-0308
Southeastern Pizza Group, LLC	025890	507 S. Marion St.	Chevron	Lake City	FL	32025	386/755-6000
CFL Pizza, LLC	026571	3005 W Lake Mary Blvd.	#107	Lake Mary	FL	32746	407/324-4900
Hut Florida LLC	038718	120 Plaza Ave		Lake Placid	FL	33852	863/465-7154
Hut Florida LLC	038640	190 State Road 60 E		Lake Wales	FL	33853	863/676-1406
ADT Florida LLC	037634	2800 S Congress Ave		Lake Worth	FL	33461	561/965-6857
ADT Florida LLC	037635	3897 Jog Rd Bay 66		Lake Worth	FL	33467	561/439-4400
Hut Florida LLC	038628	2116 E Hwy 540-A		Lakeland	FL	33813	863/644-3151
Hut Florida LLC	038656	6858 S Florida Ave		Lakeland	FL	33813	863/619-7770
Hut Florida LLC	038717	3111 US-98	#116	Lakeland	FL	33803	863/666-5554
Hut Florida LLC	038722	1362 Ariana St		Lakeland	FL	33803	863/688-7311
Hut Florida LLC	038723	7395 US-98		Lakeland	FL	33809	863/859-3555
ADT Florida LLC	037636	6170 Congress Ave		Lantana	FL	33462	561/967-6733
Hut Florida LLC	038625	13789 Walsingham Rd		Largo	FL	33774	727/595-7700
Hut Florida LLC	038657	1602 N. Missouri Ave.		Largo	FL	33770	727/584-1111
Koning Restaurants International, L.C.	035300	2432 N State Road 7		Lauderdale Lakes	FL	33311	954/449-2960
CFL Pizza, LLC	026490	1007 N 14th St		Leesburg	FL	34748	352/787-8744
CFL Pizza, LLC	026518	8425 US Hwy 441	#102	Leesburg	FL	34788	352/365-0418
Hut Florida LLC	038602	27 Homestead Rd N Ste 27		Lehigh Acres	FL	33936	239/368-6665
Hut Florida LLC	038714	16224 Bayberry Glen Dr		Lithia	FL	33547	813/540-8570
Hut Florida LLC	038595	625 S. Ohio Ave.		Live Oak	FL	32060	386/364-1123
CFL Pizza, LLC	026563	241 N Hunt Club Blvd, Ste 141		Longwood	FL	32779	407/788-4550
Hut Florida LLC	038644	23118 State Road 54		Lutz	FL	33549	813/949-0088
Hut Florida LLC	038581	1812 S. Hwy. 77, Suite 103		Lynn Haven	FL	32444	850/265-0803
Southeastern Pizza Group, LLC	025870	1202 S 6th St		Macclenny	FL	32063	904/259-5454
Koning Restaurants International, L.C.	012380	3111 N State Road 7		Margate	FL	33063	954/972-6222
Hut Florida LLC	038599	2185 Post Oak Ln		Marianna	FL	32448	850/482-5900
CFL Pizza, LLC	026556	3214 Lake Washington Rd		Melbourne	FL	32934	321/253-0700
CFL Pizza, LLC	031734	7840 N. Wickham Rd.		Melbourne	FL	32940	321/421-2034
CFL Pizza, LLC	041374	65 Bulldog Boulevard		Melbourne	FL	32901	321/724-9100
CFL Pizza, LLC	037375	125 E Merritt Island Cswy, Ste 111		Merritt Island	FL	32952	321/454-4000
Koning Restaurants International, L.C.	012336	5731 NW 36th St		Miami	FL	33166	305/871-3179
Koning Restaurants International, L.C.	012344	7333 SW 152nd Ave		Miami	FL	33193	305/385-6940
Koning Restaurants International, L.C.	012355	10691 SW 40th St		Miami	FL	33165	305/220-9808
Koning Restaurants International, L.C.	012358	18857 SW 117th Ave		Miami	FL	33177	305/255-5858
Koning Restaurants International, L.C.	012387	19960 NW 2nd Ave		Miami	FL	33169	305/654-0007
Koning Restaurants International, L.C.	012390	13715 17 NW 7 Ave		Miami	FL	33168	305/688-6363
Koning Restaurants International, L.C.	012396	6500 SW 8th St		Miami	FL	33144	305/267-1000

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Koning Restaurants International, L.C.	012399	1529 SW 8th St		Miami	FL	33135	305/642-4411
Koning Restaurants International, L.C.	012401	6625 S Dixie Hwy		Miami	FL	33143	305/663-9988
Koning Restaurants International, L.C.	012402	9672 Sunset Dr		Miami	FL	33173	305/596-7900
Koning Restaurants International, L.C.	012405	13870 SW 8th St		Miami	FL	33184	305/551-1441
Koning Restaurants International, L.C.	012406	9578 SW 137th Ave		Miami	FL	33186	305/388-7001
Koning Restaurants International, L.C.	012408	15065 S Dixie Hwy		Miami	FL	33176	305/254-1919
Koning Restaurants International, L.C.	012409	19151 S Dixie Hwy #106 & 107		Miami	FL	33157	305/252-7300
Koning Restaurants International, L.C.	012410	28640 S Dixie Hwy		Miami	FL	33033	305/247-6100
Koning Restaurants International, L.C.	012412	12733 SW 42nd St		Miami	FL	33175	305/225-1800
Koning Restaurants International, L.C.	012413	11327 W Flagler St		Miami	FL	33174	305/554-5800
Koning Restaurants International, L.C.	031945	14607 SW 104th Street		Miami	FL	33186	305/382-8333
Koning Restaurants International, L.C.	033455	2101 NW 17th Ave		Miami	FL	33142	786/456-2230
Koning Restaurants International, L.C.	035128	3396 Coral Way		Miami	FL	33145	786/260-0008
Koning Restaurants International, L.C.	036128	17624 SW 137th Ave		Miami	FL	33177	786/345-6792
Koning Restaurants International, L.C.	036563	3214 NE 2nd Ave		Miami	FL	33137	305/403-3061
Koning Restaurants International, L.C.	041077	120 NW 42nd Ave		Miami	FL	33126	305/444-7222
Koning Restaurants International, L.C.	014380	6602 Collins Ave		Miami Beach	FL	33141	305/861-8900
Koning Restaurants International, L.C.	036491	3477 NW 183rd St		Miami Gardens	FL	33056	305/405-0316
Koning Restaurants International, L.C.	012391	8900 Biscayne Blvd		Miami Shores	FL	33138	305/754-3366
Hut Florida LLC	038686	2475 Blanding Blvd Ste 5		Middleburg	FL	32068	904/282-0909
Hut Florida LLC	041907	3460 Royal Pines Drive., Suite 104		Middleburg	FL	32068	904/872-2095
Hut Florida LLC	038587	5149 Dogwood		Milton	FL	32570	850/626-0633
Koning Restaurants International, L.C.	029606	6845 Miramar Parkway		Miramar	FL	33023	954/983-3882
Ayvaz Pizza, LLC	039415	50 Holiday N Road		Miramar Beach	FL	32550	850/269-3262
Hut Florida LLC	038705	1244 South Jefferson St.		Monticello	FL	32344	850/997-8533
CFL Pizza, LLC	026575	18930 US Highway 441		Mount Dora	FL	32757	352/735-4200
Hut Florida LLC	038697	12695 Tamiami Trail East		Naples	FL	34113	239/732-9005
Hut Florida LLC	038713	4971 Golden Gate Pkwy		Naples	FL	34116	239/455-5141
Koning Restaurants International, L.C.	036325	26013 S Dixie Hwy		Naranja	FL	33032	786/377-2884
Ayvaz Pizza, LLC	039413	8692 Navarre Pkwy		Navarre	FL	32566	850/939-8217
Hut Florida LLC	038619	7213 County Road 54		New Port Richey	FL	34653	727/372-8200
CFL Pizza, LLC	026536	1616 S Dixie Fwy		New Smyrna Beach	FL	32168	386/427-5757
Ayvaz Pizza, LLC	039416	1017 John Sims Parkway E		Niceville	FL	32578	850/678-7776
Koning Restaurants International, L.C.	012360	1401 S State Rd 7, #106		North Lauderdale	FL	33068	954/968-4900
Koning Restaurants International, L.C.	012411	12699 NE 6th Ave		North Miami	FL	33161	305/891-4000
Koning Restaurants International, L.C.	031943	1930 NE 163rd St		North Miami Beach	FL	33162	305/940-2444
Hut Florida LLC	038607	14942 Tamiami Trail, ste M		North Port	FL	34287	941/240-8999
Hut Florida LLC	038703	1181 W. Price Blvd.		North Port	FL	34288	941/426-1488
CFL Pizza, LLC	026507	1316 E Silver Springs Blvd		Ocala	FL	34470	352/629-2197
CFL Pizza, LLC	026523	8449 SW State Road 200	#133	Ocala	FL	34481	352/873-4025
CFL Pizza, LLC	027114	9264 SE Maricamp Rd		Ocala	FL	34472	352/687-2018
CFL Pizza, LLC	028624	2765 NW 49th Avenue, #16		Ocala	FL	34475	352/509-9700
CFL Pizza, LLC	029731	166 Marion Oaks Blvd.		Ocala	FL	34473	352/653-1030
CFL Pizza, LLC	030580	2377 SW College Rd.		Ocala	FL	34471	352/547-1168
CFL Pizza, LLC	026524	323 West Road		Ocoee	FL	34761	407/654-2536
CFL Pizza, LLC	033322	10880 W. Colonial Drive		Ocoee	FL	34761	407/656-6622
Hut Florida LLC	038706	16210 State Road 54 # E200		Odessa	FL	33556	813/792-7619
ADT Florida LLC	037637	2795 Highway 441 S		Okeechobee	FL	34974	863/763-1800
Koning Restaurants International, L.C.	012418	4837 NW 183rd St		Opa Locka	FL	33055	305/620-7277
CFL Pizza, LLC	026487	917 Saxon Blvd		Orange City	FL	32763	386/775-4077
Hut Florida LLC	038674	868 Blanding Blvd.	#135	Orange Park	FL	32065	904/272-4343
Hut Florida LLC	038687	2285 Kingsley Ave Ste F		Orange Park	FL	32073	904/276-7676
CFL Pizza, LLC	026488	6607 W Colonial Dr		Orlando	FL	32818	407/297-7287

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CFL Pizza, LLC	026513	563 Chickasaw Trail		Orlando	FL	32825	407/381-6003
CFL Pizza, LLC	026515	8255 Lee Vista Blvd., ste B		Orlando	FL	32822	407/273-6100
CFL Pizza, LLC	026521	3662 Avalon Park East Blvd	#102	Orlando	FL	32828	407/282-4999
CFL Pizza, LLC	026522	10395 Narcoossee Rd.	#200	Orlando	FL	32827	407/277-9121
CFL Pizza, LLC	026541	7060 International Dr		Orlando	FL	32819	407/351-0005
CFL Pizza, LLC	026543	9100 International Dr		Orlando	FL	32819	407/345-8833
CFL Pizza, LLC	026559	2426 S Kirkman Rd		Orlando	FL	32811	407/445-4299
CFL Pizza, LLC	026562	10002 University Blvd		Orlando	FL	32817	407/679-7575
CFL Pizza, LLC	026564	4343 Edgewater Drive	#900	Orlando	FL	32804	407/292-7322
CFL Pizza, LLC	026568	879 N Alafaya Trl		Orlando	FL	32828	407/737-9299
CFL Pizza, LLC	026572	7536 Dr Phillips Blvd.	#340	Orlando	FL	32819	407/352-5444
CFL Pizza, LLC	026573	3908 Town Center Blvd		Orlando	FL	32837	407/240-2400
CFL Pizza, LLC	026576	1001 N Semoran Blvd		Orlando	FL	32807	407/249-3999
CFL Pizza, LLC	026577	4432 Curry Ford Rd		Orlando	FL	32812	407/380-0667
CFL Pizza, LLC	029704	16873 E. Colonial Dr.		Orlando	FL	32820	407/410-0606
CFL Pizza, LLC	031828	2702 N Pine Hills Rd		Orlando	FL	32808	407/291-9222
CFL Pizza, LLC	032641	12195 S Apopka Vineland Rd		Orlando	FL	32836	407/239-0205
CFL Pizza, LLC	026496	432 S Atlantic Ave.		Ormond Beach	FL	32176	386/672-7755
CFL Pizza, LLC	026511	1875 West County Rd 419	#100	Oviedo	FL	32765	407/359-5699
Hut Florida LLC	038588	4241 Hwy. 90		Pace	FL	32571	850/994-6655
Southeastern Pizza Group, LLC	025869	805 S State Road 19		Palatka	FL	32177	386/328-9656
CFL Pizza, LLC	026498	4850 Babcock St NE		Palm Bay	FL	32905	321/728-2500
CFL Pizza, LLC	026527	1840 Eldron Blvd. S.E., B7		Palm Bay	FL	32909	321/953-9968
CFL Pizza, LLC	026558	868 Jupiter Blvd NW.	#3&4	Palm Bay	FL	32907	321/768-6767
ADT Florida LLC	037638	4260 Northlake Blvd		Palm Beach Gardens	FL	33410	561/625-6800
Hut Florida LLC	038664	5290 E Hwy 100	Unit #103	Palm Coast	FL	32164	386/437-5222
Hut Florida LLC	038666	1475 Palm Coast Pky NW Suite 110		Palm Coast	FL	32137	386/445-1185
Hut Florida LLC	038605	1190 W 8th Ave.		Palmetto	FL	34221	941/729-2500
Hut Florida LLC	038578	4129 Cherry St		Panama City	FL	32404	850/784-1666
Hut Florida LLC	038579	221 W 23rd St		Panama City	FL	32405	850/769-2219
Hut Florida LLC	038726	17292 Front Beach Rd		Panama City Beach	FL	32413	850/235-9000
Hut Florida LLC	040512	9952 Hutchison Blvd Ste 200		Panama City Beach	FL	32407	850/233-8300
Koning Restaurants International, L.C.	012376	18469 Pines Blvd		Pembroke Pines	FL	33029	954/435-2255
Koning Restaurants International, L.C.	012377	12113 Pembroke Rd		Pembroke Pines	FL	33025	954/435-4111
Koning Restaurants International, L.C.	012384	2040 N University Dr		Pembroke Pines	FL	33024	954/432-0033
Koning Restaurants International, L.C.	036570	1641 North Hiatus Road		Pembroke Pines	FL	33026	954/435-4400
Hut Florida LLC	038582	3888 N 9th Ave		Pensacola	FL	32503	850/438-3330
Hut Florida LLC	038583	3900 Creighton Rd., Unit C		Pensacola	FL	32504	850/478-2966
Hut Florida LLC	038584	5960 Pensacola Blvd		Pensacola	FL	32505	850/477-1375
Hut Florida LLC	038585	120 Entrance Rd., Ste. 2		Pensacola	FL	32507	850/453-4500
Hut Florida LLC	038598	312 E Nine Mile Rd Ste 8		Pensacola	FL	32534	850/477-3988
Hut Florida LLC	038696	13609 Innerarity Point Rd.		Pensacola	FL	32507	850/492-0992
Hut Florida LLC	039150	8708 Beulah Rd		Pensacola	FL	32526	850/332-1211
Hut Florida LLC	041871	5998 Mobile Highway Unit 4		Pensacola	FL	32526	850/456-6611
Hut Florida LLC	038594	2199 S Byron Butler Pkwy		Perry	FL	32347	850/584-7480
Hut Florida LLC	038616	8070 49th St, units 2&3		Pinellas Park	FL	33781	727/547-1000
Hut Florida LLC	038622	2316 James Redman Pkwy		Plant City	FL	33563	813/752-8222
Koning Restaurants International, L.C.	012365	1622 E Sample Rd		Pompano Beach	FL	33064	954/942-8224
Hut Florida LLC	038603	3068 Tamiami Trl		Port Charlotte	FL	33952	941/629-4322
Hut Florida LLC	038701	925 Kings Hwy., Unit #3		Port Charlotte	FL	33980	941/235-9501
CFL Pizza, LLC	038868	1781 Dunlawton Ave, Ste 3		Port Orange	FL	32128	386/756-3490
Hut Florida LLC	038643	6666 Ridge Rd		Port Richey	FL	34668	727/841-6161

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ADT Florida LLC	037639	10401 S. US Highway 1		Port Saint Lucie	FL	34952	772/337-2227
ADT Florida LLC	037640	1014 SE Port St. Lucie Blvd., #7		Port Saint Lucie	FL	34952	772/335-5575
ADT Florida LLC	041005	1728 SW St Lucie West Blvd		Port Saint Lucie	FL	34986	772/236-2076
ADT Florida LLC	041639	1224 Southwest Gatlin Boulevard		Port St. Lucie	FL	34953	772/408-1000
Koning Restaurants International, L.C.	028450	23244 SW 112th Avenue		Princeton	FL	33032	305/830-0550
Hut Florida LLC	039610	1602 W Jefferson St		Quincy	FL	32351	850/273-5303
Hut Florida LLC	038612	10619 Gibsonton Dr		Riverview	FL	33569	813/671-9100
Hut Florida LLC	038692	3829 US Hwy. 301 S		Riverview	FL	33569	813/304-2181
Hut Florida LLC	038712	10171 Big Bend Rd		Riverview	FL	33578	813/518-0488
CFL Pizza, LLC	026503	1842 Rockledge Blvd		Rockledge	FL	32955	321/632-9911
ADT Florida LLC	037641	11851 Southern Blvd., B		Royal Palm Beach	FL	33411	561/793-5599
Hut Florida LLC	038667	156-316 State Road 312		Saint Augustine	FL	32086	904/829-5659
Hut Florida LLC	038668	52 Tuscan Way	Suite 208	Saint Augustine	FL	32092	904/940-0542
CFL Pizza, LLC	026499	2818 13th St		Saint Cloud	FL	34769	407/892-2110
CFL Pizza, LLC	026514	1939 S. Narcoossee Rd.		Saint Cloud	FL	34771	407/891-9807
Hut Florida LLC	038700	119 Bartram Oaks Walk, Suite 107		Saint Johns	FL	32259	904/230-3911
Hut Florida LLC	038621	4598 34th St S		Saint Petersburg	FL	33711	727/864-1188
Hut Florida LLC	038636	4350 66th St N		Saint Petersburg	FL	33709	727/544-4000
Hut Florida LLC	038658	9099 4th St N		Saint Petersburg	FL	33702	727/577-8000
Hut Florida LLC	038707	2421 4th St N		Saint Petersburg	FL	33704	727/823-6699
Hut Florida LLC	038719	1421 34th Street North		Saint Petersburg	FL	33713	727/321-7700
CFL Pizza, LLC	026509	2002 S French Ave		Sanford	FL	32771	407/323-8266
CFL Pizza, LLC	029826	5252 W. State Rd. 46		Sanford	FL	32771	321/249-7000
CFL Pizza, LLC	038808	616 Lake Minnie Dr		Sanford	FL	32773	407/321-3840
Hut Florida LLC	038608	4005 Cattlemen Road		Sarasota	FL	34233	941/371-5533
Hut Florida LLC	038618	3251 17th St., #10		Sarasota	FL	34235	941/951-1600
Hut Florida LLC	038626	8197 S Tamiami Trl		Sarasota	FL	34231	941/921-1144
CFL Pizza, LLC	034297	1024 Hwy A1A		Satellite Beach	FL	32937	321/729-8395
ADT Florida LLC	040150	1451 Sebastian Blvd, Unit 10		Sebastian	FL	32958	772/646-7000
Hut Florida LLC	038630	2109 Us Highway 27 S		Sebring	FL	33870	863/385-1075
Hut Florida LLC	038610	11748 Martin Luther King Jr. Blvd.		Seffner	FL	33584	813/651-9100
Hut Florida LLC	038613	8380 Seminole Blvd		Seminole	FL	33772	727/391-3300
Hut Florida LLC	038702	8168 Hwy. 90		Sneads	FL	32460	850/593-0099
Hut Florida LLC	038617	1155 Pasadena Ave S, Suite J	Pasadena Sq - Sp J	South Pasadena	FL	33707	727/381-5500
Jonbro, Inc.	008116	2903 Commercial Way		Spring Hill	FL	34606	352/686-0200
Jonbro, Inc.	027113	4116 Mariner Blvd.		Spring Hill	FL	34606	352/683-9300
Hut Florida LLC	039612	525 State Rd-16 #116		St Augustine	FL	32084	904/824-4451
Southeastern Pizza Group, LLC	039565	1371 S. Walnut Street, Suite 1700		Starke	FL	32091	904/964-8700
ADT Florida LLC	037642	2024 S Federal Hwy		Stuart	FL	34994	772/220-1188
CFL Pizza, LLC	026547	17860 SE 109th Ave.	#616	Summerfield	FL	34491	352/347-7019
Hut Florida LLC	038615	712 Cypress Village Blvd		Sun City Center	FL	33573	813/633-6211
Koning Restaurants International, L.C.	012361	8280 NW Sunset Strip		Sunrise	FL	33322	954/572-7800
Koning Restaurants International, L.C.	012382	1328 SW 160th Ave		Sunrise	FL	33326	954/389-2222
Hut Florida LLC	038590	2910 Kerry Forest Pkwy Ste A3		Tallahassee	FL	32308	850/668-7200
Hut Florida LLC	038591	3521 N Monroe St		Tallahassee	FL	32303	850/562-2500
Hut Florida LLC	038597	1710 W. Tennessee		Tallahassee	FL	32304	850/222-9024
Hut Florida LLC	038600	3220 Apalachee Parkway, Unit 1		Tallahassee	FL	32311	850/942-2272
Hut Florida LLC	038691	5032 Capital Circle SW, Ste. 9		Tallahassee	FL	32310	850/878-0222
Hut Florida LLC	040001	1706 Capital Cir NE Ste 103		Tallahassee	FL	32308	850/942-2265
Koning Restaurants International, L.C.	012381	7221 Pine Island Rd		Tamarac	FL	33321	954/724-8700
Hut Florida LLC	038614	7023 W Hillsborough Ave		Tampa	FL	33634	813/881-1188
Hut Florida LLC	038620	4049 S. Dale Mabry Hwy.		Tampa	FL	33611	813/837-5800

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Hut Florida LLC	038632	19010 Bruce B Downs Blvd		Tampa	FL	33647	813/972-2776
Hut Florida LLC	038635	902 W Busch Blvd Ste 110		Tampa	FL	33612	813/931-8300
Hut Florida LLC	038637	1727 W Fletcher Ave		Tampa	FL	33612	813/264-4100
Hut Florida LLC	038638	5263 Ehrlich Rd		Tampa	FL	33624	813/963-3232
Hut Florida LLC	038646	614 W Platt St		Tampa	FL	33606	813/251-3399
Hut Florida LLC	038647	12036 Anderson Rd		Tampa	FL	33625	813/265-4222
Hut Florida LLC	038653	3904-A W. Hillsborough Ave.	Stadium	Tampa	FL	33614	813/875-2222
Hut Florida LLC	038698	2550 E. Fowler Ave.		Tampa	FL	33612	813/632-0202
Hut Florida LLC	039568	4019 W Kennedy Blvd, Ste 3		Tampa	FL	33609	813/879-3311
Hut Florida LLC	038645	1955 Alt 19 N		Tarpon Springs	FL	34689	727/938-9911
Hut Florida LLC	038648	10694 N 56th St., #7		Temple Terrace	FL	33617	813/980-0333
CFL Pizza, LLC	026554	2690 S Hopkins Ave		Titusville	FL	32780	321/264-6300
CFL Pizza, LLC	026493	939 N Central Ave		Umatilla	FL	32784	352/669-3136
Hut Florida LLC	038641	3220 Lithia Pinecrest Rd., #101		Valrico	FL	33594	813/684-3880
Hut Florida LLC	038650	1944 Hwy 60 #304		Valrico	FL	33594	813/661-2040
ADT Florida LLC	037643	840 Us 1 S #c 11		Vero Beach	FL	32962	772/562-3200
Hut Florida LLC	038624	1498 US Highway 17 N		Wauchula	FL	33873	863/773-6187
Hut Florida LLC	038716	28670 FL-54		Wesley Chapel	FL	33543	813/803-8690
ADT Florida LLC	037644	2509 Okeechobee Blvd		West Palm Beach	FL	33409	561/687-3992
ADT Florida LLC	037645	2885 N Military Trl Ste A		West Palm Beach	FL	33409	561/689-4109
CFL Pizza, LLC	027447	842 S Main Street		Wildwood	FL	34785	352/748-4439
CFL Pizza, LLC	029922	23 E. Noble Ave.		Williston	FL	32696	352/448-4379
CFL Pizza, LLC	032141	7970 Winter Garden Vineland Rd.		Windermere	FL	34786	407/909-4327
CFL Pizza, LLC	026520	15504 Stoneybrook West Pkwy. Suite 100		Winter Garden	FL	34787	407/656-6203
Hut Florida LLC	038655	500 Overlook Dr		Winter Haven	FL	33884	863/326-9333
Hut Florida LLC	038711	721 3rd St SW		Winter Haven	FL	33880	863/294-8715
CFL Pizza, LLC	026560	2335 Temple Trl Ste 4		Winter Park	FL	32789	407/628-3868
CFL Pizza, LLC	026512	1295 Tuskawilla Road		Winter Springs	FL	32708	407/695-0524
Southeastern Pizza Group Three, LLC	027468	463688 SR 200 #13		Yulee	FL	32097	904/225-8304
Hut Florida LLC	038725	5897 Gall Blvd		Zephyrhills	FL	33542	813/788-7643
Ayvaz Pizza, LLC	039382	5070 Cherokee St		Acworth	GA	30101	770/975-7444
Ayvaz Pizza, LLC	039462	4514 N Cobb Pkwy		Acworth	GA	30101	678/403-0000
JJB Pizza 2, LLC	036912	11 Legacy Road		Adairsville	GA	30103	470/730-5435
EYM Pizza of Georgia, LLC	034747	702A West 4th Street		Adel	GA	31620	762/354-2848
Hut Georgia LLC	037802	711 N Westover Blvd Suite B		Albany	GA	31707	229/435-5991
EYM Pizza of Georgia, LLC	034740	803 S Pierce Street		Alma	GA	31510	912/809-3003
Hut Georgia LLC	037784	10945 State Bridge Rd., #502		Alpharetta	GA	30022	770/740-8686
Hut Georgia LLC	042106	5620 Commerce Boulevard., Suite J		Alpharetta	GA	30004	770-619-3336
JJB Pizza 2, LLC	040926	1206 Crawford Street, Suite J		Americus	GA	31709	229/924-1027
GPS Hospitality Huts, LLC	036063	680 US 29 Hwy N, Suite 215		Athens	GA	30601	706/354-0225
GPS Hospitality Huts, LLC	036098	3695-C Cascade Rd. SW		Atlanta	GA	30331	404/699-7711
GPS Hospitality Huts, LLC	036100	543 10th St. NW		Atlanta	GA	30318	404/873-1555
GPS Hospitality Huts, LLC	036103	25 Piedmont Ave NE		Atlanta	GA	30303	404/524-5924
GPS Hospitality Huts, LLC	036107	2461 Metropolitan Parkway		Atlanta	GA	30315	404/763-3481
Hut Georgia LLC	037764	4920 Roswell Rd., #22		Atlanta	GA	30342	404/252-9007
Hut Georgia LLC	037765	3255 Buford Highway		Atlanta	GA	30329	404/315-7488
Hut Georgia LLC	037770	4957 Winters Chapel Rd		Atlanta	GA	30360	770/901-9800
Hut Georgia LLC	037779	8290 Roswell Rd., #800		Atlanta	GA	30350	770/640-4747
Hut Georgia LLC	037786	2980 Cobb Pkwy Ste 140		Atlanta	GA	30339	770/980-1010
Hut Georgia LLC	037792	2244 Henderson Mill Rd., Unit B		Atlanta	GA	30345	770/493-3542
Hut Georgia LLC	037798	3176 Peachtree Road NE		Atlanta	GA	30305	404/239-0562
Ayvaz Pizza, LLC	039451	2020 Bolton Road		Atlanta	GA	30318	404/458-0555

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Hut Georgia LLC	037807	1654 Atlanta Hwy Ste 110		Auburn	GA	30011	678/798-8699
Hut Georgia LLC	037754	2804 Wrightsboro Rd		Augusta	GA	30909	706/737-9292
Hut Georgia LLC	037757	615 15th St		Augusta	GA	30901	706/724-3302
Hut Georgia LLC	037758	2625 Georgetown Dr		Augusta	GA	30906	706/790-5773
Hut Georgia LLC	037761	2215 Tobacco Road, #C&D		Augusta	GA	30906	706/793-5365
Ayvaz Pizza, LLC	039527	2860 E West Connector, Ste 105		Austell	GA	30106	770/435-4800
Hut Tallahassee LLC	038076	1300 Shotwell St.		Bainbridge	GA	39819	229/246-2607
EYM Pizza of Georgia, LLC	034726	503 W Parker St	Unit C	Baxley	GA	31513	912/367-0322
EYM Pizza of Georgia, LLC	034727	3504 US Hwy 84	Suite A	Blackshear	GA	31516	912/449-0757
Hut Tallahassee LLC	038067	11621 Columbia Rd		Blakely	GA	39823	229/723-3636
Carolina Pizza Company, Inc.	006737	4231 East 1st Street		Blue Ridge	GA	30513	706/632-3331
EYM Pizza of Georgia, LLC	034718	1248 Chapel Crossing		Brunswick	GA	31525	912/265-4056
EYM Pizza of Georgia, LLC	039125	271 Waren Mason Blvd		Brunswick	GA	31520	912/267-6688
Hut Georgia LLC	040646	1550 Buford Hwy Suite L		Buford	GA	30518	770/271-2300
Hut Tallahassee LLC	038077	399 US Highway 84 East		Cairo	GA	39828	229/377-6444
GPS Hospitality Huts, LLC	036105	267 Hwy 53 East		Calhoun	GA	30701	706/629-0295
Hut Tallahassee LLC	038070	61 US 19 North		Camilla	GA	31730	229/336-0201
GPS Hospitality Huts, LLC	036080	2260 Holly Springs Parkway.		Canton	GA	30115	678/880-1000
GPS Hospitality Huts, LLC	036102	8020 Cumming Hwy.		Canton	GA	30115	770/479-9800
GPS Hospitality Huts, LLC	036106	652 Riverstone Pkwy, Suite 120		Canton	GA	30114	770/479-8775
GPS Hospitality Huts, LLC	036082	614 Bankhead Hwy		Carrollton	GA	30117	678/839-0400
JJB Pizza 2, LLC	040927	928 S. Park Street Suite P		Carrollton	GA	30117	770/832-9000
GPS Hospitality Huts, LLC	036079	122 Merchants SQ. Drive		Cartersville	GA	30120	770/382-2228
Hut Georgia LLC	037805	5485 Peachtree Industrial Blvd		Chamblee	GA	30341	770/458-7271
ADT Tennessee LLC	037591	430 Us Hwy #411 S		Chatsworth	GA	30705	706/695-8322
ADT Tennessee LLC	037622	55 Hwy 813		Chickamauga	GA	30707	706/375-9120
Carolina Pizza Company, Inc.	007142	248 Highway 441 No.		Clayton	GA	30525	706/782-2111
Southeastern Pizza Group, LLC	025882	114 S.w. Dykes Street		Cochran	GA	31014	478/934-9333
GPS Hospitality Huts, LLC	036095	6055 Old National Hwy. #B		College Park	GA	30349	770/907-4600
Southeastern Pizza Group, LLC	025884	5751 Milgen Rd Ste 117		Columbus	GA	31907	706/569-9988
Southeastern Pizza Group, LLC	032660	1056 A-6A Manchester Expy		Columbus	GA	31904	706/323-5805
Hut Georgia LLC	037767	30518 US Hwy 441 South		Commerce	GA	30529	706/335-4424
GPS Hospitality Huts, LLC	036043	3504 Highway 20 SE		Conyers	GA	30013	770/760-0077
GPS Hospitality Huts, LLC	036044	425 Sigman Rd NW	#125	Conyers	GA	30012	770/922-5006
Hut Georgia LLC	037755	1510 16th Ave. E		Cordele	GA	31015	229/273-1291
Carolina Pizza Company, Inc.	007083	1604 441 Bypass		Cornelia	GA	30531	706/778-3730
GPS Hospitality Huts, LLC	036042	4169 Hwy 278 NE		Covington	GA	30014	678/342-2506
Hut Georgia LLC	037763	2330 Canton Hwy, Suite 1E		Cumming	GA	30040	678/455-1145
Hut Georgia LLC	037780	2603 Freedom Pkwy		Cumming	GA	30041	770/887-8812
Hut Georgia LLC	042197	530 Lake Center Parkway		Cumming	GA	30040	770/746-0926
Hut Georgia LLC	037774	2760 Braselton Hwy		Dacula	GA	30019	770/932-8334
Carolina Pizza Company, Inc.	008014	1352 South Chestatee		Dahlonega	GA	30533	706/864-7592
Ayvaz Pizza, LLC	039376	8876 Dallas-Acworth Hwy., #106		Dallas	GA	30132	770/917-0111
Ayvaz Pizza, LLC	039390	4075 Marietta Hwy		Dallas	GA	30157	770/443-8800
Ayvaz Pizza, LLC	039526	500 Nathan Dean Blvd, Ste 101		Dallas	GA	30157	770/443-2122
ADT Tennessee LLC	037625	1525 Cleveland Hwy Ste 3		Dalton	GA	30721	706/278-6444
EYM Pizza of Georgia, LLC	034729	1225B North Way		Darien	GA	31305	912/567-3801
Hut Georgia LLC	037804	461 Roundtree Dr SW		Dawson	GA	39842	229/995-5881
Hut Tallahassee LLC	038074	403 W 3rd St		Donalsonville	GA	39845	229/524-5477
Hut Georgia LLC	037756	1716 S. Peterson Ave.		Douglas	GA	31533	912/384-5914
Ayvaz Pizza, LLC	039381	5636 Fairburn Rd		Douglasville	GA	30134	770/920-5050
Ayvaz Pizza, LLC	039385	4811 Ridge Rd Suite #100		Douglasville	GA	30134	770/489-7855
Ayvaz Pizza, LLC	039391	3697 Highway 5, #4		Douglasville	GA	30135	770/489-8700

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Southeastern Pizza Group, LLC	025865	2205 Veterans Blvd		Dublin	GA	31021	478/272-8800
Hut Georgia LLC	037777	4601 Satellite Blvd Ste 3		Duluth	GA	30096	770/246-0246
Hut Georgia LLC	037778	3175 Buford Hwy Ste 101		Duluth	GA	30096	770/623-5800
GPS Hospitality Huts, LLC	036088	3126 Washington Rd		East Point	GA	30344	404/669-8400
Palmetto Restaurant Operations, Inc.	022505	815 S. Oak St.		Eatonton	GA	31024	706/485-7611
Ayvaz Pizza, LLC	039394	585 Heard St		Elberton	GA	30635	706/283-6293
Ayvaz Pizza, LLC	039522	2820 E Atlanta Rd, Unit 9		Ellenwood	GA	30294	678/940-0498
Hut Georgia LLC	037760	4431 Washington Road Ste. 8		Evans	GA	30809	706/868-2225
Ayvaz Pizza, LLC	039465	8390 Senoia Rd	Suite E	Fairburn	GA	30213	404/400-6623
Ayvaz Pizza, LLC	039461	12160 County Line Road		Fayetteville	GA	30215	678/783-7777
Hut Tallahassee LLC	040509	116 Benjamin H Hill Dr West Suite 5		Fitzgerald	GA	31750	229/423-2023
Hut Georgia LLC	037791	7330 Spout Springs Rd., Suite A-4		Flowery Branch	GA	30542	770/965-2221
Hut Tallahassee LLC	038081	3634 South 2nd St.		Folkston	GA	31537	912/496-1128
Southeastern Pizza Group Three, LLC	028011	53 N. Lee St.		Forsyth	GA	31029	478/994-3500
ADT Tennessee LLC	037592	1919 Battlefield Pkwy, # A-2		Fort Oglethorpe	GA	30742	706/866-6700
GPS Hospitality Huts, LLC	036077	1501 Browns Bridge Rd		Gainesville	GA	30501	770/532-7401
EYM Pizza of Georgia, LLC	034742	5212 Augusta Road		Garden City	GA	31408	912/964-7773
EYM Pizza of Georgia, LLC	034724	736 N Main St	Unit #6	Glennville	GA	30427	912/542-0520
Southeastern Pizza Group, LLC	025883	609 W Clinton Road		Gray	GA	31032	478/986-5000
Palmetto Restaurant Operations, Inc.	022507	2270 S Main St		Greensboro	GA	30642	706/453-2920
Ayvaz Pizza, LLC	039377	1575 W. McIntosh Rd.		Griffin	GA	30223	770/228-4400
Ayvaz Pizza, LLC	039454	1742 Zebulon Rd		Griffin	GA	30224	770/229-7787
Hut Georgia LLC	037751	104 Harlem-Grovetown Rd		Grovetown	GA	30813	706/651-0022
Ayvaz Pizza, LLC	039393	11181 Tara Blvd., #130		Hampton	GA	30228	770/477-7799
Hut Georgia LLC	037796	569-A Milledgeville Rd.		Harlem	GA	30814	706/556-6555
Ayvaz Pizza, LLC	039396	272 E Franklin St		Hartwell	GA	30643	706/376-1100
EYM Pizza of Georgia, LLC	034721	112 South Tallahassee St.		Hazlehurst	GA	31539	912/375-7111
Hut Georgia LLC	037759	2519 Tobacco Rd		Hephzibah	GA	30815	706/793-5400
EYM Pizza of Georgia, LLC	034713	443 W General Screven Way		Hinesville	GA	31313	912/368-3366
EYM Pizza of Georgia, LLC	034748	1067 W Oglethorpe	Suite 102	Hinesville	GA	31313	912/876-0101
EYM Pizza of Georgia, LLC	034736	548 N Church St.		Homerville	GA	31634	762/354-2850
Hut Georgia LLC	037800	6055 Georgia Hwy. 124	Suite 103	Hoschton	GA	30548	706/654-0006
Palmetto Restaurant Operations, Inc.	022503	811 E 3rd Street		Jackson	GA	30233	770/775-6884
Carolina Pizza Company, Inc.	011319	1529 West Church Street		Jasper	GA	30143	706/692-0051
Hut Georgia LLC	037768	1345 Washington St	Bell's Shopping Complex	Jefferson	GA	30549	706/367-4200
EYM Pizza of Georgia, LLC	034739	961 S 1st Street		Jesup	GA	31545	912/427-4231
GPS Hospitality Huts, LLC	036087	7157 Mount Zion Blvd		Jonesboro	GA	30236	770/477-1466
JJB Pizza 2, LLC	040924	670 Lake Joy Road		Kathleen	GA	31047	478/987-7000
Ayvaz Pizza, LLC	039375	4221 Bells Ferry Dr., #103		Kennesaw	GA	30144	770/928-9967
Ayvaz Pizza, LLC	039387	3600 Cherokee St, #101		Kennesaw	GA	30144	770/427-6900
ADT Tennessee LLC	037593	405 N Main St		La Fayette	GA	30728	706/638-7700
GPS Hospitality Huts, LLC	036104	5656 Jonesboro Rd		Lake City	GA	30260	770/968-6644
Hut Tallahassee LLC	038072	7171 Lake Blvd.		Lake Park	GA	31636	229/559-6964
Ayvaz Pizza, LLC	039399	14249 Jones St		Lavonia	GA	30553	706/356-2345
Hut Georgia LLC	037776	930 New Hope Rd., #103		Lawrenceville	GA	30045	770/237-5788
Hut Georgia LLC	037781	1164 Lawrenceville Highway		Lawrenceville	GA	30046	770/513-8400
Hut Georgia LLC	037785	1475 Highway 20 Ste 201		Lawrenceville	GA	30043	770/962-7575
Hut Georgia LLC	037787	950 Herrington Rd., #9		Lawrenceville	GA	30044	770/995-5777
Hut Georgia LLC	037793	1206 US Highway 19 S	Suite A	Leesburg	GA	31763	229/888-3050
Hut Georgia LLC	037772	4814 Hwy 78, #4B		Lilburn	GA	30047	770/985-3777
Hut Georgia LLC	037808	4230 Lawrenceville Hwy		Lilburn	GA	30047	770/717-8800
JJB Pizza 2, LLC	036913	5 North Fourth St., Suite C		Lindale	GA	30147	706/413-8433

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Ayvaz Pizza, LLC	039389	6951 Sweetwater Road		Lithia Springs	GA	30122	770/732-1000
Palmetto Restaurant Operations, Inc.	023307	4906-4910 Bill Gardner Pkwy		Locust Grove	GA	30248	770/898-5200
Hut Georgia LLC	037806	4685 Atlanta Hwy # 500		Loganville	GA	30052	770/466-1056
Hut Georgia LLC	037801	112 US Hwy. 1		Louisville	GA	30434	478/625-8088
Ayvaz Pizza, LLC	039410	5005 Floyd Rd, Suite 910		Mableton	GA	30126	770/739-7739
Southeastern Pizza Group Three, LLC	029751	3755 Bloomfield Rd., Store 8		Macon	GA	31206	478/803-9400
JJB Pizza 2, LLC	040923	6230 Zebulon Rd		Macon	GA	31210	478/405-6250
Hut Georgia LLC	037775	1386 Roswell Rd		Marietta	GA	30062	770/509-5858
Hut Georgia LLC	037797	2520 E. Piedmont Rd., #124		Marietta	GA	30062	770/578-4200
Ayvaz Pizza, LLC	039380	250 Windy Hill Rd Ste 200		Marietta	GA	30060	770/436-7000
Ayvaz Pizza, LLC	039452	1075 Whitlock Ave SW		Marietta	GA	30064	470/282-0222
Hut Georgia LLC	037753	4127 Columbia Rd., #10		Martinez	GA	30907	706/650-2000
EYM Pizza of Georgia, LLC	034733	118 W Oak St		Mc Rae	GA	31055	478/341-0855
Ayvaz Pizza, LLC	039388	309a Jonesboro Rd		McDonough	GA	30253	770/957-4111
Ayvaz Pizza, LLC	039429	1660 Hwy 81 East		McDonough	GA	30252	678/583-5545
Ayvaz Pizza, LLC	039521	5944 E. Lake Pkwy		McDonough	GA	30253	678/940-0501
EYM Pizza of Georgia, LLC	034737	743 S Lewis St		Metter	GA	30439	912/685-5588
GPS Hospitality Huts, LLC	036039	1117 W. Spring St. Suite A		Monroe	GA	30655	770/267-8309
Hut Tallahassee LLC	038080	25 Doc Darbyshire Rd		Moultrie	GA	31788	229/985-2513
Hut Tallahassee LLC	038071	608 S. Davis		Nashville	GA	31639	229/686-7684
Ayvaz Pizza, LLC	039379	124 Jefferson St		Newnan	GA	30263	770/251-6511
Ayvaz Pizza, LLC	039384	3150 E Hwy 34 Ste 210		Newnan	GA	30265	770/254-8882
Hut Georgia LLC	037783	6050 Singleton Rd., #109		Norcross	GA	30093	770/246-1300
Hut Georgia LLC	037812	5450 Peachtree Pkwy Ste 7B		Norcross	GA	30092	770/263-9500
Hut Georgia LLC	037809	3715 Mundy Mill Rd Ste A		Oakwood	GA	30566	770/536-3681
EYM Pizza of Georgia, LLC	034744	423-A US Hwy 80 W		Pooler	GA	31322	912/330-8129
Ayvaz Pizza, LLC	039386	3217 New Macland Rd., Ste 150		Powder Springs	GA	30127	770/943-3400
EYM Pizza of Georgia, LLC	034730	60 Exchange St	Suite B-4	Richmond Hill	GA	31324	912/459-0590
EYM Pizza of Georgia, LLC	034716	5667 Hwy 21 South	#105	Rincon	GA	31326	912/826-6388
ADT Tennessee LLC	037594	5454 Alabama Hwy		Ringgold	GA	30736	706/965-6400
GPS Hospitality Huts, LLC	036090	8411 Highway 85		Riverdale	GA	30274	770/603-6800
GPS Hospitality Huts, LLC	036092	7131 State Highway 85		Riverdale	GA	30274	770/907-9000
GPS Hospitality Huts, LLC	041409	1301 Piedmont Ave		Rockmart	GA	30153	770/684-7300
JJB Pizza 2, LLC	039131	1911 Shorter Avenue		Rome	GA	30165	762/235-0601
Hut Georgia LLC	037769	661 Holcomb Bridge Rd		Roswell	GA	30076	770/642-6600
Hut Georgia LLC	037794	2300 Holcomb Bridge Rd.	Suite 408	Roswell	GA	30076	770/993-0300
Ayvaz Pizza, LLC	039398	200 Franklin Springs Cir		Royston	GA	30662	706/245-6686
Southeastern Pizza Group, LLC	025871	2511 Osborne Rd.		Saint Marys	GA	31558	912/882-7504
EYM Pizza of Georgia, LLC	034731	610 S Harris St	Suite C	Sandersville	GA	31082	478/552-6887
EYM Pizza of Georgia, LLC	034715	2405 Skidaway Rd		Savannah	GA	31404	912/236-6070
EYM Pizza of Georgia, LLC	034722	1 Diamond Causeway	#15	Savannah	GA	31406	912/356-5800
EYM Pizza of Georgia, LLC	034723	5730 Ogeechee Road	Suite 155	Savannah	GA	31405	912/233-2886
EYM Pizza of Georgia, LLC	034745	318 Mall Blvd.		Savannah	GA	31406	912/353-8300
EYM Pizza of Georgia, LLC	034746	205 Johnny Mercer Blvd	Unit H	Savannah	GA	31410	912/898-1213
Ayvaz Pizza, LLC	038876	8080 Wells Street, Ste 2B		Senoia	GA	30276	470/516-0606
Ayvaz Pizza, LLC	039525	4480 S Cobb Dr S, Ste Q		Smyrna	GA	30080	770/434-2345
Hut Georgia LLC	037762	2189 NE Scenic Hwy, Suite A		Snellville	GA	30078	770/985-4300
Hut Georgia LLC	037773	4116 Lenora Church Rd		Snellville	GA	30039	770/736-9330
EYM Pizza of Georgia, LLC	034728	1451 Highway 21 South	Suite E	Springfield	GA	31329	912/446-5044
EYM Pizza of Georgia, LLC	034717	860 Buckhead Dr		Statesboro	GA	30458	912/764-2030
Hut Georgia LLC	037799	2085 Atlanta Hwy. SE, Suite 300		Statham	GA	30666	770/725-4171
Ayvaz Pizza, LLC	039383	4491 N. Henry Blvd.		Stockbridge	GA	30281	770/474-9844
Ayvaz Pizza, LLC	039513	1152 Jodeco Rd		Stockbridge	GA	30281	770/957-4827

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GPS Hospitality Huts, LLC	038978	5517 Memorial Dr Ste B		Stone Mountain	GA	30083	404/419-3903
Hut Georgia LLC	037810	5885 Cumming Hwy Ste 301		Sugar Hill	GA	30518	470/361-1060
Hut Georgia LLC	037782	2850 Lawrenceville-Suwanee Rd.	# 11	Suwanee	GA	30024	770/945-1300
Hut Georgia LLC	037789	3245 Peachtree Pkwy., Suite F		Suwanee	GA	30024	770/844-0993
Hut Georgia LLC	037790	525 Peachtree Industrial Blvd, Suite C		Suwanee	GA	30024	770/932-3535
EYM Pizza of Georgia, LLC	034743	514 W Ogeechee St		Sylvania	GA	30467	912/542-0533
Hut Tallahassee LLC	041971	628 East Franklin Street		Sylvester	GA	31791	229/740-6055
JJB Pizza 2, LLC	040925	301 N. Center St., Suite 1		Thomaston	GA	30286	706/647-4747
Hut Tallahassee LLC	038075	2344 E Pinetree Blvd		Thomasville	GA	31792	229/226-3333
Hut Tallahassee LLC	038082	1909 US Hwy. 82 W, Suite 7		Tifton	GA	31794	229/382-5862
Carolina Pizza Company, Inc.	006622	1350 Big A Road		Toccoa	GA	30577	706/886-1313
ADT Tennessee LLC	037595	12020 S Main St		Trenton	GA	30752	706/657-7600
Hut Georgia LLC	037766	4286 Chamblee Tucker Rd	Pittsburg Shpg Ctr	Tucker	GA	30084	770/938-3000
Ayvaz Pizza, LLC	039378	4715 Jonesboro Rd		Union City	GA	30291	770/969-0612
Hut Tallahassee LLC	038073	1823 West Hill Dr.		Valdosta	GA	31601	229/244-5224
Hut Tallahassee LLC	038078	404 Northside Dr Ste B		Valdosta	GA	31602	229/247-9094
Hut Tallahassee LLC	041661	4443 Bemiss Rd		Valdosta	GA	31605	229/740-6045
EYM Pizza of Georgia, LLC	034741	1601 E First St		Vidalia	GA	30474	912/537-8933
GPS Hospitality Huts, LLC	036561	664 W Bankhead Hwy Ste 3F		Villa Rica	GA	30180	770/459-1041
Southeastern Pizza Group, LLC	025862	1010 Russell Pkwy		Warner Robins	GA	31088	478/922-9354
JJB Pizza 2, LLC	040921	1406 Watson Blvd		Warner Robins	GA	31093	478/923-3122
EYM Pizza of Georgia, LLC	034719	1110 Plant Ave		Waycross	GA	31501	912/285-7320
Hut Georgia LLC	037752	1100 N Liberty St		Waynesboro	GA	30830	706/554-4499
Hut Georgia LLC	037811	108 E May St Ste 600		Winder	GA	30680	770/867-5252
Hut Georgia LLC	037788	12050 Highway 92		Woodstock	GA	30188	770/591-3900
Ayvaz Pizza, LLC	039392	4451 Town Lake Pkwy., #310		Woodstock	GA	30189	770/516-7700
Hawaii Pizza Hut, Inc.	031253	98-820 Moanalua Road	Bay #4	Aiea	HI	96701	808/643-1111
Hawaii Pizza Hut, Inc.	031238	91-763 Papipi Rd		Ewa Beach	HI	96706	808/643-1111
Hawaii Pizza Hut, Inc.	031232	2200 KINOOLE ST		Hilo	HI	96720	808/643-1111
Hawaii Pizza Hut, Inc.	037142	605 Laukapu St. Ste.103		Hilo	HI	96720	808/643-1111
Hawaii Pizza Hut, Inc.	031225	4211 WAIALAE AVE	Kahala Mall	Honolulu	HI	96816	808/643-1111
Hawaii Pizza Hut, Inc.	031227	768 KAPAHULU AVE		Honolulu	HI	96816	808/643-1111
Hawaii Pizza Hut, Inc.	031230	1239 WILDER AVE		Honolulu	HI	96822	808/643-1111
Hawaii Pizza Hut, Inc.	031242	516 N. Kuakini St.		Honolulu	HI	96817	808/643-1111
Hawaii Pizza Hut, Inc.	031248	848 Ala Lilikoi St	Salt Lake Shopping Center	Honolulu	HI	96818	808/643-1111
Hawaii Pizza Hut, Inc.	031254	1620 N. School Street		Honolulu	HI	96817	808/643-1111
Hawaii Pizza Hut, Inc.	034295	4510 Salt Lake Blvd	Ste B7	Honolulu	HI	96818	808/643-1111
Hawaii Pizza Hut, Inc.	037136	1108 Keeaumoku St # 104		Honolulu	HI	96814	808/643-1111
Hawaii Pizza Hut, Inc.	039134	430 Kele St.		Kahului	HI	96732	
Hawaii Pizza Hut, Inc.	031257	518 B. Wailepo Street		Kailua	HI	96734	808/643-1111
Hawaii Pizza Hut, Inc.	031244	45-1130B Kamehameha Hwy		Kaneohe	HI	96744	808/643-1111
Hawaii Pizza Hut, Inc.	040577	91-710 Farrington Hwy. Ste. C-300		Kapolei	HI	96707	
Hawaii Pizza Hut, Inc.	031255	16-586 Old Volcano Road	Suite 1	Keaau	HI	96749	808/643-1111
Hawaii Pizza Hut, Inc.	031229	2395 S KIHEI ROAD		Kihei	HI	96753	808/643-1111
Hawaii Pizza Hut, Inc.	031228	127 HINAU ST		Lahaina	HI	96761	808/643-1111
Hawaii Pizza Hut, Inc.	031234	3-3171 KUHIO HWY		Lihue	HI	96766	808/643-1111
Hawaii Pizza Hut, Inc.	031241	95-1249 Meheula Pkwy	Ste B-20	Mililani	HI	96789	808/643-1111
Hawaii Pizza Hut, Inc.	036008	15-2714 Pahoa Village Road Bldg D, Unit 4 (D4)		Pahoa	HI	96778	808/643-1111

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Legal Entity	Store ID	Address	Adress 2	City	State	Postal	Business Phone
Hawaii Pizza Hut, Inc.	031247	850 Kamehameha Hwy	Pearl City Shopping Center	Pearl City	HI	96782	808/643-1111
Hawaii Pizza Hut, Inc.	031224	55 Pukalani St. B-5		Pukalani	HI	96768	808/643-1111
Hawaii Pizza Hut, Inc.	031250	823 California Avenue		Wahiawa	HI	96786	808/643-1111
Hawaii Pizza Hut, Inc.	034925	89-102 Farrington Hwy. Ste 4A		Waianae	HI	96792	808/643-1111
Hawaii Pizza Hut, Inc.	040578	86-120 Farrington Hwy. Ste.C303A		Waianae	HI	96792	808/643-1111
Hawaii Pizza Hut, Inc.	031256	790 Eha Street	Unit# 117	Wailuku	HI	96793	808/643-1111
Hawaii Pizza Hut, Inc.	037137	94-226 Leoku St, Ste 12		Waipahu	HI	96797	808/643-1111
Hut Iowa LLC	038109	3160 8th Street SW, B		Altoona	IA	50009	515/957-0685
Hut Iowa LLC	038088	620 Lincoln Way		Ames	IA	50010	515/233-1000
Hut Iowa LLC	038108	701 N. Ankeny Blvd		Ankeny	IA	50021	515/964-1174
Hut Iowa LLC	038094	2334 Spruce Hills Dr		Bettendorf	IA	52722	563/355-2000
IMO Huts, Inc.	035221	103 Smith St		Bloomfield	IA	52537	641/664-2113
IPH Enterprises, LLC	036967	1410 N. Roosevelt Ave.		Burlington	IA	52601	319/753-2251
Comes Investments, Inc.	014605	801 Plaza Dr.		Carroll	IA	51401	712/792-1280
Hut Iowa LLC	038116	6719 University Ave, Suite 3		Cedar Falls	IA	50613	319/277-3661
Hut Iowa LLC	038092	3301 J Street		Cedar Rapids	IA	52404	319/365-0411
Hut Iowa LLC	038095	5462 Blairs Forest Way		Cedar Rapids	IA	52402	319/378-4444
Hut Iowa LLC	038096	423 Edgewood Rd NW		Cedar Rapids	IA	52405	319/396-7777
Hut Iowa LLC	038097	3307 Mount Vernon Rd SE		Cedar Rapids	IA	52403	319/365-5548
Comes Investments, Inc.	033447	1012 N 18th St		Centerville	IA	52544	641/856-8614
Hut Iowa LLC	038090	1003 Blunt Parkway		Charles City	IA	50616	641/228-2020
Comes Investments, Inc.	012266	1014 N 2nd St		Cherokee	IA	51012	712/225-5771
GIPH Restaurants, L.L.C.	041544	1320 S 16th		Clarinda	IA	51632	712/542-6565
IPH Enterprises, LLC	036962	1616 N 2nd St		Clinton	IA	52732	563/242-3333
IPH Enterprises, LLC	036966	2712 S 25th St Ste A		Clinton	IA	52732	563/243-5300
Hut Iowa LLC	038098	2439 2nd Street #7		Coralville	IA	52241	319/354-4333
GIPH Restaurants, L.L.C.	041545	1235 E Pierce St		Council Bluffs	IA	51503	712/323-1000
GIPH Restaurants, L.L.C.	041549	2200 West Broadway, Suite 200		Council Bluffs	IA	51501	712/352-2511
Hut Iowa LLC	038099	2100 W Kimberly Rd		Davenport	IA	52806	563/386-2277
Hut Iowa LLC	038100	422 E. Locust		Davenport	IA	52803	563/326-9141
IPH Enterprises, LLC	036963	1320 11th St		De Witt	IA	52742	563/659-5084
Hut Iowa LLC	038093	1002 Short St		Decorah	IA	52101	563/382-8717
GIPH Restaurants, L.L.C.	041546	533 Hwy 39 North		Denison	IA	51442	712/263-9308
Hut Iowa LLC	038086	6120 Grand Ave		Des Moines	IA	50312	515/274-6000
Hut Iowa LLC	038089	2564 Hubbell Ave		Des Moines	IA	50317	515/262-1000
Hut Iowa LLC	038091	4212 Douglas Avenue		Des Moines	IA	50310	515/255-6000
Hut Iowa LLC	038117	5122 SE 14th St		Des Moines	IA	50320	515/285-3500
Hut Iowa LLC	038110	1098 University		Dubuque	IA	52001	563/582-8900
Comes Investments, Inc.	006952	3683 450th Ave		Emmetsburg	IA	50536	712/852-2933
Comes Investments, Inc.	012267	2009 Murray Rd		Estherville	IA	51334	712/362-7261
IMO Huts, Inc.	035225	2311 West Burlington Ave.		Fairfield	IA	52556	641/472-6197
Hut Iowa LLC	038118	2516 5th Ave S		Fort Dodge	IA	50501	515/576-7255
Summit Pizza, Inc.	033061	1123 24th St		Fort Madison	IA	52627	319/372-3636
GIPH Restaurants, L.L.C.	027649	710 S Locust St Suite 1		Glenwood	IA	51534	712/527-9981
GIPH Restaurants, L.L.C.	041547	2214 Lincoln Ave		Harlan	IA	51537	712/755-3827
Hut Iowa LLC	038101	805 South 1st Avenue, #2		Iowa City	IA	52245	319/354-2211
Summit Pizza, Inc.	033063	3338 Main St		Keokuk	IA	52632	319/524-2555
Comes Investments, Inc.	033449	Hwy 14 N		Knoxville	IA	50138	641/842-5036
Pizza Management Company, L.L.C.	027648	602 E Main St		Lamoni	IA	50140	641/784-6775
GIPH Restaurants, L.L.C.	027258	1211 Silent Prairie Rd.		Le Mars	IA	51031	712/546-7807
Hut Iowa LLC	038102	1300 7th Ave		Marion	IA	52302	319/373-2100

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Hut Iowa LLC	038103	707 W Madison		Marshalltown	IA	50158	641/752-4000
Ayvaz Pizza, LLC	039338	2117 4th St SW		Mason City	IA	50401	641/423-1732
Comes Investments, Inc.	033450	900 N. Grand Avenue		Mount Pleasant	IA	52641	319/385-8707
Summit Pizza, Inc.	033060	2512 Park Ave.		Muscatine	IA	52761	563/264-3929
Summit Fare, L.L.C.	041974	308 First Ave E, Unit B		Newton	IA	50208	641/841-9828
Hut Iowa LLC	038114	675 Pacha Pkwy., Suite D		North Liberty	IA	52317	319/665-2225
Hut Iowa LLC	038111	2351 Sunset Dr., Suite 109		Norwalk	IA	50211	515/256-2006
GIPH Restaurants, L.L.C.	014134	314 Iowa Ave		Onawa	IA	51040	712/423-3376
Comes Investments, Inc.	031848	1002 Jeffreys Drive		Osceola	IA	50213	641/342-6009
TOH Pizza, Inc.	039552	703 South Market		Oskaloosa	IA	52577	641/569-8265
IMO Huts, Inc.	035224	1247 Theater Drive		Ottumwa	IA	52501	641/682-8757
Comes Investments, Inc.	031627	2812 Willis Ave		Perry	IA	50220	515/465-5666
GIPH Restaurants, L.L.C.	041548	1000 Senate Ave		Red Oak	IA	51566	712/623-4967
Pizza Management Company, L.L.C.	038915	106 S Fremont St		Shenandoah	IA	51601	712/246-5900
GIPH Restaurants, L.L.C.	027651	525 2nd Ave		Sibley	IA	51249	712/754-4641
Comes Investments, Inc.	009970	1989 S Main		Sioux Center	IA	51250	712/722-3000
GIPH Restaurants, L.L.C.	014133	1701 Hamilton Blvd		Sioux City	IA	51103	712/252-5500
GIPH Restaurants, L.L.C.	022739	3113 E. Gordon Drive		Sioux City	IA	51105	712/222-1111
Comes Investments, Inc.	012270	115 E Milwaukee Ave		Storm Lake	IA	50588	712/732-4051
Hut Iowa LLC	038115	209 W. Hwy. 30		Toledo	IA	52342	641/426-3460
Comes Investments, Inc.	033448	1018 W Madison St		Washington	IA	52353	319/653-6521
Hut Iowa LLC	038104	1130 Ansborough Ave		Waterloo	IA	50701	319/234-5583
Hut Iowa LLC	038105	714 Laporte Rd		Waterloo	IA	50702	319/234-7557
Hut Iowa LLC	038113	276 West Hickman Rd.		Waukee	IA	50263	515/987-3637
Comes Investments, Inc.	036310	2403 Superior Street		Webster City	IA	50595	515/832-2552
Hut Iowa LLC	038087	5901 Ashworth		West Des Moines	IA	50266	515/224-4422
Comes Investments, Inc.	013689	110 E Madison St		Winterset	IA	50273	515/462-1133
Hut Northwest LLC	038533	9050 Ustick Rd		Boise	ID	83704	208/323-7731
Hut Northwest LLC	038534	10244 W. Overland		Boise	ID	83709	208/377-0744
Hut Northwest LLC	038535	2802 W State St		Boise	ID	83702	208/336-1223
Hut Northwest LLC	038563	3367 S Federal Way		Boise	ID	83705	208/387-2600
Hut Northwest LLC	038567	4506 W Overland Rd		Boise	ID	83705	208/375-3590
Hut Northwest LLC	038525	2570 Overland Ave		Burley	ID	83318	208/678-7867
Hut Northwest LLC	038538	710 N 10th Ave		Caldwell	ID	83605	208/454-1341
Hut Northwest LLC	038564	4013 Yellowstone Ave	Ste B	Chubbuck	ID	83202	208/237-1371
Hut Northwest LLC	038558	154 Hwy 30		Filer	ID	83328	208/326-7272
Spokane Valley Pizza LLC	040623	9225 N Government Way		Hayden	ID	83835	208/762-2102
Hut Northwest LLC	038530	2250 E 17th Street		Idaho Falls	ID	83404	208/524-1211
Hut Northwest LLC	038539	399 N. Woodruff		Idaho Falls	ID	83401	208/524-2727
Hut Northwest LLC	038572	1972 W Broadway St		Idaho Falls	ID	83402	208/523-7411
Hut Northwest LLC	038576	423 S Lincoln Rd, Ste 1		Jerome	ID	83338	208/324-3932
Hut Northwest LLC	038537	251 Avenue D		Kuna	ID	83634	208/922-1686
Spokane Valley Pizza LLC	027732	1307 21st St		Lewiston	ID	83501	208/746-5920
Hut Northwest LLC	038565	3325 N Ten Mile Rd # 150		Meridian	ID	83646	208/846-5795
Hut Northwest LLC	038571	2053 E Fairview Ave #103		Meridian	ID	83642	208/375-2919
Spokane Valley Pizza LLC	034604	1104 S Main St		Moscow	ID	83843	208/882-0444
Hut Northwest LLC	038528	605 Airbase Rd		Mountain Home	ID	83647	208/587-4404
Hut Northwest LLC	038540	1203 N. Jacob Allcott Way		Nampa	ID	83687	208/461-2310
Hut Northwest LLC	038551	1236 Caldwell Blvd.		Nampa	ID	83651	208/467-4252
Hut Northwest LLC	038569	2330 12th Ave Rd		Nampa	ID	83686	208/466-6005
Hut Northwest LLC	038552	1000 S. 16th		Payette	ID	83661	208/642-5085
Hut Northwest LLC	038531	945 S 5th Ave		Pocatello	ID	83201	208/234-0449
Spokane Valley Pizza LLC	027735	920 E Polston		Post Falls	ID	83854	208/773-3538

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Spokane Valley Pizza LLC	027749	6613 W Commercial Park Ave		Rathdrum	ID	83858	208/687-3680
Hut Northwest LLC	038577	163 W Main St, Ste 101		Rexburg	ID	83440	208/356-7811
Hut Northwest LLC	038545	205 Stockham Blvd., Ste. A-1		Rigby	ID	83442	208/745-0460
Hut Northwest LLC	040815	318 Oneida St		Rupert	ID	83350	
Hut Northwest LLC	038536	10706 W State St, Ste A		Star	ID	83669	208/286-9653
Hut Northwest LLC	038532	1733 Addison Ave E		Twin Falls	ID	83301	208/734-6170
Hut Northwest LLC	038574	1553 Washington St #300		Twin Falls	ID	83301	208/734-9063
Quality Huts Midwest LLC	034121	32 W Lake St		Addison	IL	60101	630/543-1155
Hut St Louis LLC	038499	3096 Homer Adams Pkwy		Alton	IL	62002	618/465-6600
Heartland Food Management, LLC	024820	1835 E Vienna St #51		Anna	IL	62906	618/833-4555
Quality Huts Midwest LLC	034102	15 W Dundee Rd		Arlington Heights	IL	60004	847/253-2500
Quality Huts Midwest LLC	034087	4305 E New York St		Aurora	IL	60504	630/898-3533
Quality Huts Midwest LLC	034090	1330 N. Orchard Rd		Aurora	IL	60506	630/907-9930
Quality Huts Midwest LLC	040465	1261 N Lake St		Aurora	IL	60506	630/897-8060
EYM Pizza of Illinois, LLC	035092	1401 W Garfield Avenue	Unit H	Bartonville	IL	61607	309/697-0447
Summit Interests, L.L.C.	025999	37 Plaza Drive	Beardstown Plaza	Beardstown	IL	62618	217/323-5900
Hut St Louis LLC	038496	652 Carlyle Ave		Belleville	IL	62221	618/233-6633
Hut St Louis LLC	038506	5720 N. Belt West, Suite 38		Belleville	IL	62226	618/233-8504
Rockford Huts, LLC	040664	744 Beloit Road		Belvidere	IL	61008	815/547-9999
Summit Pizza, Inc.	038925	639 W Main St		Benton	IL	62812	618/439-6359
Quality Huts Midwest LLC	034130	5545 W. St. Charles Road		Berkeley	IL	60163	708/493-9688
EYM Pizza of Illinois, LLC	035093	103 E Hamilton Rd	South Main	Bloomington	IL	61704	309/827-4646
Quality Huts Midwest LLC	034091	503 W Boughton Rd		Bolingbrook	IL	60440	630/759-4110
EYM Pizza of Illinois, LLC	032426	559 Main St, NW		Bourbonnais	IL	60914	815/932-2900
Quality Huts Midwest LLC	034132	2828 S. 17th Ave., Suite C		Broadview	IL	60155	708/343-3307
Quality Huts Midwest LLC	040466	7929 S Harlem Ave		Burbank	IL	60459	708/496-3772
Hut St Louis LLC	038509	1230 Camp Jackson Rd		Cahokia	IL	62206	618/332-6772
JV Enterprises of Illinois, Inc.	033360	1590 E Chestnut St		Canton	IL	61520	309/647-6888
Summit Pizza, Inc.	038927	310 E Walnut St		Carbondale	IL	62901	618/503-9555
Hut St Louis LLC	038500	1190 12th St		Carlyle	IL	62231	618/594-4391
Tasty Hut of IL LLC	036590	1714 W Main St		Carmi	IL	62821	618/382-5383
Quality Huts Midwest LLC	034135	299 S Schmale Road		Carol Stream	IL	60188	630/682-0455
Quality Huts Midwest LLC	034224	168 South Western Avenue		Carpentersville	IL	60110	847/428-6454
JV Enterprises of Illinois, Inc.	033361	925 N Route 49		Casey	IL	62420	217/932-5717
Hut St Louis LLC	038491	409 N Mattis Ave		Champaign	IL	61821	217/359-8807
JV Enterprises of Illinois, Inc.	027522	27025 W Eames St	Suite I (letter I)	Channahon	IL	60410	815/521-1199
Hut St Louis LLC	038504	1025 Jason Place		Chatham	IL	62629	217/483-6071
EYM Pizza of Illinois, LLC	032432	8849 S Stony Island Ave		Chicago	IL	60617	773/721-3933
EYM Pizza of Illinois, LLC	032433	2042 W 47th St		Chicago	IL	60609	773/376-4700
EYM Pizza of Illinois, LLC	032441	3045 North Pulaski Rd		Chicago	IL	60641	773/283-9555
EYM Pizza of Illinois, LLC	032658	5401 S Wentworth Ave		Chicago	IL	60609	773/285-5056
Quality Huts Midwest LLC	034131	3009 N. Clark St.		Chicago	IL	60657	773/549-8993
EYM Pizza of Illinois, LLC	034422	4350 S Pulaski Rd		Chicago	IL	60632	773/767-2969
EYM Pizza of Illinois, LLC	034706	11708 S. Marshfield Ave		Chicago	IL	60643	773/660-8870
EYM Pizza of Illinois, LLC	035190	2516 W North Ave		Chicago	IL	60647	773/342-6919
EYM Pizza of Illinois, LLC	035086	420 N 4th Street	Suite F	Chillicothe	IL	61523	309/274-5780
Quality Huts Midwest LLC	034112	5020 W Cermak Rd		Cicero	IL	60804	708/780-8580
Hut St Louis LLC	038497	608 N Bluff Rd		Collinsville	IL	62234	618/345-9041
JV Enterprises of Illinois, Inc.	024812	508 1st Ave		Colona	IL	61241	309/792-2122
EYM Pizza of Illinois, LLC	032440	4237 W. 167th Street		Country Club Hills	IL	60478	708/647-1100
EYM Pizza of Illinois, LLC	032437	13223 S. Cicero Ave.		Crestwood	IL	60445	708/388-9798
EYM Pizza of Illinois, LLC	034963	1412 Main Street		Crete	IL	60417	708/367-0527

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Quality Huts Midwest LLC	035259	6314 Northwest Hwy		Crystal Lake	IL	60014	815/893-9133
Hut St Louis LLC	038484	133 S Gilbert St		Danville	IL	61832	217/443-6400
EYM Pizza of Illinois, LLC	032448	701 W Lincoln Hwy		De Kalb	IL	60115	815/981-4449
Hut St Louis LLC	038505	2222 E. William		Decatur	IL	62521	217/423-8200
Hut St Louis LLC	038508	1671 W King St		Decatur	IL	62522	217/422-2600
Quality Huts Midwest LLC	034128	1387 Lee Street		Des Plaines	IL	60018	847/768-2447
Tasty Hut of IL LLC	036654	805 S. Washington St.		Du Quoin	IL	62832	618/542-2126
EYM Pizza of Illinois, LLC	035091	304 W Washington St		East Peoria	IL	61611	309/699-6832
Summit Fare, L.L.C.	040008	1611 Troy Road		Edwardsville	IL	62025	618/307-3010
Quality Huts Midwest LLC	034101	816 E Chicago Street		Elgin	IL	60120	847/742-3399
Quality Huts Midwest LLC	036489	819 S Randall Rd Unit D		Elgin	IL	60123	847/741-1343
IPH Enterprises, LLC	036964	118 W Center St		Eureka	IL	61530	309/467-2777
EYM Pizza of Illinois, LLC	032451	951 Howard St.		Evanston	IL	60202	847/869-7500
Quality Huts Midwest LLC	034136	2849 W. 95th St.		Evergreen Park	IL	60805	708/422-0094
Tasty Hut of IL LLC	036575	1208 W Main St		Fairfield	IL	62837	618/842-7551
Hut St Louis LLC	038493	5913 N. Illinois St.		Fairview Heights	IL	62208	618/236-3625
Quality Huts Midwest LLC	040885	1390 S Route 12		Fox Lake	IL	60020	224/337-3264
EYM Pizza of Illinois, LLC	032450	19945 N Lagrange Rd		Frankfort	IL	60423	815/806-1110
EYM Pizza of Illinois, LLC	034651	2926 Mannheim Rd. #B		Franklin Park	IL	60131	847/455-2733
Hut St Louis LLC	038498	5 W Apple St		Freeburg	IL	62243	618/539-0154
Rockford Huts, LLC	040667	1640 Willard Dr.		Freeport	IL	61032	815/235-8039
Summit Pizza, Inc.	033059	896 W Fremont St.		Galesburg	IL	61401	309/342-2717
JV Enterprises of Illinois, Inc.	024810	1049 S Oakwood Ave		Geneseo	IL	61254	309/944-5373
EYM Pizza of Illinois, LLC	035087	417 Jubilee Lane		Germantown Hills	IL	61548	309/383-2500
Hut St Louis LLC	038503	3801 Nameoki Rd.		Granite City	IL	62040	618/451-8855
Quality Huts Midwest LLC	034145	5326 Grand Ave		Gurnee	IL	60031	847/360-4484
Tasty Hut of IL LLC	036578	509 E Poplar St		Harrisburg	IL	62946	618/252-2222
EYM Pizza of Illinois, LLC	035079	503 S Orange St		Havana	IL	62644	309/543-6644
Summit Fare, L.L.C.	041781	12603 State Route 143 Suite F		Highland	IL	62249	618/651-5221
EYM Pizza of Illinois, LLC	035680	14009 S Bell Rd		Homer Glen	IL	60491	708/301-0883
Summit Fare, L.L.C.	040415	117 E Morton Ave Suite 115		Jacksonville	IL	62650	217/408-2375
EYM Pizza of Illinois, LLC	032445	1156 W Jefferson St		Joliet	IL	60435	815/729-9300
Quality Huts Midwest LLC	034147	3038 Caton Farm Road, Unit 16		Joliet	IL	60435	815/254-5580
EYM Pizza of Illinois, LLC	036006	375 W Court St		Kankakee	IL	60901	815/932-5198
JV Enterprises of Illinois, Inc.	024813	449 Tenney		Kewanee	IL	61443	309/853-3345
Quality Huts Midwest LLC	035431	158 North Randall Road		Lake in the Hills	IL	60156	224/212-9400
Quality Huts Midwest LLC	034103	2002 Ogden Avenue		Lisle	IL	60532	630/964-0604
Rockford Huts, LLC	040663	1533 West Lane Rd		Machesney Park	IL	61115	815/639-1111
Summit Pizza, Inc.	038926	700 N Carbon St		Marion	IL	62959	618/997-2424
Hut St Louis LLC	038501	806 W Main St		Mascoutah	IL	62258	618/566-8355
Heartland Food Management, LLC	024823	2047 E 5TH ST.		Metropolis	IL	62960	618/524-3820
JV Enterprises of Illinois, Inc.	024815	222 10th Ave W		Milan	IL	61264	309/787-7071
Hut Iowa LLC	038106	4319 Avenue of the Cities		Moline	IL	61265	309/762-2200
JV Enterprises of Illinois, Inc.	033359	837 N Main St		Monmouth	IL	61462	309/734-8474
Quality Huts Midwest LLC	034146	1837 Douglas Rd, Unit D		Montgomery	IL	60538	630/897-4747
EYM Pizza of Illinois, LLC	032446	2429 Sycamore Dr.	Eagle Shopping Ctr	Morris	IL	60450	815/942-9111
EYM Pizza of Illinois, LLC	035088	951 W Jackson St		Morton	IL	61550	309/263-2600
EYM Pizza of Illinois, LLC	032425	7957 Golf Rd		Morton Grove	IL	60053	847/966-0153
EYM Pizza of Illinois, LLC	032431	5620 Dempster St		Morton Grove	IL	60053	847/965-2254
Tasty Hut of IL LLC	036573	306 W 9th St		Mount Carmel	IL	62863	618/263-4333
Tasty Hut of IL LLC	036628	3519 West Broadway		Mt Vernon	IL	62864	618/244-3848
Quality Huts Midwest LLC	034133	707 South Lake St.		Mundelein	IL	60060	847/949-0230

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Legal Entity	Store ID	Address	Adress 2	City	State	Postal	Business Phone
EYM Pizza of Illinois, LLC	032429	525 E. Lincoln Highway		New Lenox	IL	60451	815/485-9400
EYM Pizza of Illinois, LLC	035090	1700 Parkway Plaza Dr	Unit #1	Normal	IL	61761	309/888-4990
Quality Huts Midwest LLC	034106	7060 Forest Preserve Dr.		Norridge	IL	60706	708/457-0203
Hut St Louis LLC	038507	729 W Highway 50	Ste C	O Fallon	IL	62269	618/632-5167
Quality Huts Midwest LLC	034143	7842 West 159th Street		Orland Park	IL	60462	708/532-0868
JV Enterprises of Illinois, Inc.	024817	223-225 Norris Dr.		Ottawa	IL	61350	815/433-2311
Quality Huts Midwest LLC	034111	11101 Southwest Hwy		Palos Hills	IL	60465	708/974-1960
EYM Pizza of Illinois, LLC	035085	513 S Parkway Drive		Pekin	IL	61554	309/347-5596
EYM Pizza of Illinois, LLC	035080	1301 W Pioneer Pkwy Ste 105		Peoria	IL	61615	309/693-8686
EYM Pizza of Illinois, LLC	035082	3712 N Prospect Rd		Peoria	IL	61616	309/682-1199
EYM Pizza of Illinois, LLC	035083	3311 N Sterling Avenue	Suite 2	Peoria	IL	61604	309/682-8282
EYM Pizza of Illinois, LLC	035084	1200 W Main St	Suite 17	Peoria	IL	61606	309/676-7676
JV Enterprises of Illinois, Inc.	024818	2819 Plaza Dr.		Peru	IL	61354	815/223-3780
Summit Interests, L.L.C.	026000	1309 West Washington		Pittsfield	IL	62363	217/285-9616
Quality Huts Midwest LLC	034088	13530 S. Route 59		Plainfield	IL	60544	815/609-8525
EYM Pizza of Illinois, LLC	032430	7000 Burroughs	Suite D104	Plano	IL	60545	630/552-9111
EYM Pizza of Illinois, LLC	038798	1831 W Reynolds St		Pontiac	IL	61764	815/842-6575
JV Enterprises of Illinois, Inc.	030179	510 N. Main Street		Princeton	IL	61356	815/875-6434
Summit Interests, L.L.C.	025998	3616 Broadway		Quincy	IL	62305	217/223-0134
Tasty Hut of IL LLC	036664	1306 East Main Street		Robinson	IL	62454	618/546-5668
IPH Enterprises, LLC	036965	709 1st Ave		Rock Falls	IL	61071	815/626-7400
Hut Iowa LLC	038107	1600 38th St		Rock Island	IL	61201	309/793-0909
Rockford Huts, LLC	040661	2560 S Alpine Rd		Rockford	IL	61108	815/399-0128
Rockford Huts, LLC	040662	3329 11th St		Rockford	IL	61109	815/229-5159
Rockford Huts, LLC	040665	3748 N. Main St.		Rockford	IL	61103	815/963-3960
Quality Huts Midwest LLC	034134	3330 Kirchoff Rd.		Rolling Meadows	IL	60008	847/398-0803
Quality Huts Midwest LLC	035330	291 S Weber Rd		Romeoville	IL	60446	815/900-7405
Quality Huts Midwest LLC	034104	914 E. Rollins Rd.		Round Lake	IL	60073	847/223-0258
Quality Huts Midwest LLC	034081	2422 W Main St		Saint Charles	IL	60175	630/584-9221
Quality Huts Midwest LLC	040854	2478 W Schaumburg Rd		Schaumburg	IL	60193	847/519-9988
EYM Pizza of Illinois, LLC	032421	659 Brook Forest Ave.		Shorewood	IL	60404	815/729-0544
Quality Huts Midwest LLC	034122	440 E 162nd St.		South Holland	IL	60473	708/333-9397
Hut St Louis LLC	042194	1385 Sparta Centre Drive		Sparta	IL	62286	618/443-3071
Hut St Louis LLC	038485	1861 Sangamon Ave.		Springfield	IL	62702	217/523-3260
Hut St Louis LLC	038492	2341 W. Monroe St.		Springfield	IL	62704	217/787-5000
Hut St Louis LLC	038510	1501 Wabash Ave, Ste A		Springfield	IL	62704	217/546-4444
JV Enterprises of Illinois, Inc.	024816	1619 N. Bloomington		Streator	IL	61364	815/673-5528
EYM Pizza of Illinois, LLC	032507	5836 S Harlem	Unit 400	Summit	IL	60501	708/728-0941
EYM Pizza of Illinois, LLC	032427	1170 DeKalb Avenue	Unit 104-A	Sycamore	IL	60178	815/895-9862
JV Enterprises of Illinois, Inc.	033363	1110 Tuscola Blvd		Tuscola	IL	61953	217/253-6767
Hut St Louis LLC	038488	1602 N Eighth St		Vandalia	IL	62471	618/283-0530
EYM Pizza of Illinois, LLC	035081	1401 Washington Rd		Washington	IL	61571	309/444-2213
Hut St Louis LLC	038495	903 N. Illinois Route 3		Waterloo	IL	62298	618/918-6580
Quality Huts Midwest LLC	034095	2154 N Lewis Ave		Waukegan	IL	60087	847/244-5303
Quality Huts Midwest LLC	034098	2800 W Belvidere Rd		Waukegan	IL	60085	847/623-9200
Quality Huts Midwest LLC	034085	150 W Roosevelt Rd		West Chicago	IL	60185	630/293-3700
Quality Huts Midwest LLC	034105	17 West Ogden Ave., Unit C		Westmont	IL	60559	630/824-0155
JV Enterprises of Illinois, Inc.	027521	103 S. Main St.		Wilmington	IL	60481	815/476-7272
Summit Fare, L.L.C.	041383	897 E Edwardsville Rd		Wood River	IL	62095	618/217-0024
Quality Huts Midwest LLC	034242	7451 South Woodward Avenue	Ste 107	Woodridge	IL	60517	630/964-0046
Quality Huts Midwest LLC	040638	667 S Eastwood Dr		Woodstock	IL	60098	779/713-2838
EYM Pizza of Illinois, LLC	032447	603 Center Pkwy		Yorkville	IL	60560	630/553-7061
EYM Pizza of Illinois, LLC	035664	3242 Sheridan Road		Zion	IL	60099	847/746-4868

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White River Valley Pizza Hut, Ltd.	012765	204 E Walnut Ave		Albany	IN	47320	765/789-4200
Valley Restaurant Management, Inc.	029734	2205 S. Park Ave., Ste. 5		Alexandria	IN	46001	765/724-7524
White River Valley Pizza Hut, Ltd.	012768	2607 Nichol Ave		Anderson	IN	46011	765/641-2420
White River Valley Pizza Hut, Ltd.	012769	1911 E 53rd St		Anderson	IN	46013	765/643-7419
White River Valley Pizza Hut, Ltd.	036698	1803 N Scatterfield Rd		Anderson	IN	46012	765/643-6909
Pizza Hut of Auburn, Inc.	007989	1411 N Wayne St		Angola	IN	46703	260/665-7574
Captain Development Company, Inc.	007170	1304 E Main St		Attica	IN	47918	765/762-6161
Pizza Hut of Auburn, Inc.	006639	1116 W 7th St		Auburn	IN	46706	260/925-1286
Quality Huts Indianapolis LLC	034863	2111 16th St		Bedford	IN	47421	812/279-6600
Quality Huts Indianapolis LLC	034887	2509 Albany St		Beech Grove	IN	46107	317/781-9700
Hut Diggity, Inc.	042358	1136 Us Highway 27 N		Berne	IN	46711	260/589-4030
Hut St Louis LLC	038487	686 US Highway 231		Bloomfield	IN	47424	812/384-0800
Quality Huts Indianapolis LLC	034874	125 Franklin		Bloomington	IN	47404	812/334-2238
Quality Huts Indianapolis LLC	040527	4264 N Cypress Ln		Bloomington	IN	47404	812/287-0533
Hut Diggity, Inc.	042360	632 N Main St		Bluffton	IN	46714	260/824-5701
GOAT Pizza Midwest LLC	041501	813 West Main St.		Boonville	IN	47601	812/897-8700
Hut St Louis LLC	038489	1519 E. National		Brazil	IN	47834	812/443-4141
Freeland Enterprises, Inc.	012006	419 W. Plymouth		Bremen	IN	46506	574/546-5888
Quality Huts Indianapolis LLC	034873	1080 E. Main		Brownsburg	IN	46112	317/852-3129
Quality Huts Indianapolis LLC	034882	8210 Windfall Ln		Camby	IN	46113	317/856-9989
IPH Enterprises, LLC	036961	1020 Veterans Pkwy., Suite 500		Clarksville	IN	47129	812/282-8411
Freeland Enterprises, Inc.	008042	101 Frontage Rd		Columbia City	IN	46725	260/248-2566
Quality Huts Indianapolis LLC	034885	2343 National Rd		Columbus	IN	47201	812/372-5300
Maruti PH Group LLC	041287	524 W 30th St		Connersville	IN	47331	765/825-4149
Hut Diggity, Inc.	037027	1501 S Grant Ave		Crawfordsville	IN	47933	765/362-3390
EYM Pizza of Indiana, LLC	032408	10889 Randolph St		Crown Point	IN	46307	219/663-4845
EYM Pizza of Indiana, LLC	032413	715 N Main St		Crown Point	IN	46307	219/663-8838
Quality Huts Indianapolis LLC	034875	3 Old Farm Rd		Danville	IN	46122	317/745-5567
Hut Diggity, Inc.	042359	609 N 13th St		Decatur	IN	46733	260/724-8130
Peru Pizza Company, Inc.	007353	806 Bicycle Bridge Rd		Delphi	IN	46923	765/564-4545
Captain Development Company, Inc.	007263	425 No. Halleck		Demotte	IN	46310	219/987-5530
Quality Huts Midwest LLC	034114	103 Concord Mall Dr		Elkhart	IN	46517	574/875-5178
Quality Huts Midwest LLC	034127	1330 S Nappanee St	Suite A	Elkhart	IN	46516	574/295-6664
Quality Huts Midwest LLC	040586	200 Junior Achievement Dr		Elkhart	IN	46516	574/295-2222
Quality Huts Indianapolis LLC	034904	7408 State Road 28		Elwood	IN	46036	765/552-9806
GOAT Pizza Midwest LLC	041500	4508 First Avenue		Evansville	IN	47710	812/426-1166
GOAT Pizza Midwest LLC	041502	310 N St. Joseph Ave.		Evansville	IN	47712	812/424-4433
GOAT Pizza Midwest LLC	041503	925 N Green River Rd		Evansville	IN	47715	812/476-1666
GOAT Pizza Midwest LLC	041508	1357 Covert Avenue		Evansville	IN	47714	812/474-9077
GOAT Pizza Midwest LLC	041513	601 E Boonville New Harmony Rd		Evansville	IN	47725	812/867-8540
Hut Diggity, Inc.	037029	11380 Olio Road		Fishers	IN	46038	317/863-3444
Hut Diggity, Inc.	037034	11722 Allisonville Rd., Suite 104		Fishers	IN	46038	317/578-8000
Pizza Hut of Fort Wayne, Inc.	006268	5801 Saint Joe Rd		Fort Wayne	IN	46835	260/485-7593
Pizza Hut of Fort Wayne, Inc.	006395	6039 Stellhorn Rd		Fort Wayne	IN	46815	260/485-1607
Pizza Hut of Fort Wayne, Inc.	006641	1233 W State Blvd		Fort Wayne	IN	46808	260/426-4429
Pizza Hut of Fort Wayne, Inc.	007562	4911 S Calhoun St		Fort Wayne	IN	46807	260/745-4926
Pizza Hut of Fort Wayne, Inc.	009331	5735 Coventry Ln		Fort Wayne	IN	46804	260/432-6000
Pizza Hut of Fort Wayne, Inc.	009869	6809 Bluffton Rd		Fort Wayne	IN	46809	260/747-7117
Pizza Hut of Fort Wayne, Inc.	010492	10302 Coldwater Rd		Fort Wayne	IN	46825	260/489-9090
Pizza Hut of Fort Wayne, Inc.	014598	3820 E State Blvd		Fort Wayne	IN	46805	260/483-9531
Pizza Hut of Fort Wayne, Inc.	022386	8311 Lima Rd.		Fort Wayne	IN	46818	260/969-2400
Pizza Hut of Fort Wayne, Inc.	028012	10080 Illinois		Fort Wayne	IN	46804	260/432-3777
Pizza Hut of Fort Wayne, Inc.	036931	5375 E Dupont Rd		Fort Wayne	IN	46825	260/255-3570

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Hut Diggity, Inc.	037024	1503 E Wabash St		Frankfort	IN	46041	765/654-8748
Pizza Hut of Auburn, Inc.	010533	101 W 6th Ave		Garrett	IN	46738	260/357-3050
Peru Pizza Company, Inc.	036768	716 E Main St		Gas City	IN	46933	765/674-7774
IPH Enterprises, LLC	036968	1040 Copperfield Dr.		Georgetown	IN	47122	812/951-0092
Quality Huts Midwest LLC	034125	1607 Elkhart Rd		Goshen	IN	46526	574/533-2233
Quality Huts Midwest LLC	034107	12479 State Rd 23	Suite C	Granger	IN	46530	574/271-0653
Quality Huts Indianapolis LLC	034877	1106 Indianapolis Rd		Greencastle	IN	46135	765/653-9779
Quality Huts Indianapolis LLC	034864	1010 N State St		Greenfield	IN	46140	317/462-4774
Quality Huts Indianapolis LLC	034888	1022 Us Highway 31 S		Greenwood	IN	46143	317/888-7500
Quality Huts Indianapolis LLC	034891	4800 Smith Valley Rd	Ste 1	Greenwood	IN	46142	317/859-7676
EYM Pizza of Indiana, LLC	032410	7331 Indianapolis Blvd		Hammond	IN	46323	219/845-6924
Hut Diggity, Inc.	042362	2000 N Walnut		Hartford City	IN	47348	765/348-2000
EYM Pizza of Indiana, LLC	032411	7878 E Ridge Rd		Hobart	IN	46342	219/962-8594
Pizza Hut of Fort Wayne, Inc.	039611	1960 Copper Mine Passage		Huntertown	IN	46748	260/280-0003
GOAT Pizza Midwest LLC	041510	701 N Main St		Huntingburg	IN	47542	812/683-0130
Freeland Enterprises, Inc.	008704	101 Frontage Rd		Huntington	IN	46750	260/356-7022
Quality Huts Indianapolis LLC	034867	4200 S East St	Southern Plaza	Indianapolis	IN	46227	317/782-0013
Quality Huts Indianapolis LLC	034869	6255 E 82nd St		Indianapolis	IN	46250	317/842-1608
Quality Huts Indianapolis LLC	034870	4533 S Emerson Ave		Indianapolis	IN	46203	317/783-6631
Quality Huts Indianapolis LLC	034871	3497 W 86th St		Indianapolis	IN	46268	317/872-3081
Quality Huts Indianapolis LLC	034879	2105 N Mitthoeffer Rd		Indianapolis	IN	46229	317/894-4100
Quality Huts Indianapolis LLC	034883	6905 S Emerson Ave		Indianapolis	IN	46237	317/781-8855
Quality Huts Indianapolis LLC	034889	3006 S Holt Rd		Indianapolis	IN	46221	317/484-9800
Quality Huts Indianapolis LLC	034890	1801 S Emerson		Indianapolis	IN	46203	317/353-1200
Quality Huts Indianapolis LLC	034892	8932 E 38th St		Indianapolis	IN	46226	317/898-9988
Quality Huts Indianapolis LLC	034893	4537 N Shadeland Ave		Indianapolis	IN	46226	317/547-7676
Quality Huts Indianapolis LLC	034895	4902 W Washington St		Indianapolis	IN	46241	317/481-8000
Quality Huts Indianapolis LLC	034899	5914 East 10th Street		Indianapolis	IN	46219	317/359-7300
Quality Huts Indianapolis LLC	034900	617 West 11th St.		Indianapolis	IN	46202	317/917-8844
Quality Huts Indianapolis LLC	036162	8923 S Meridian St Ste A12		Indianapolis	IN	46217	317/889-7676
IPH Enterprises, LLC	039127	3544 E. 10th Street		Jeffersonville	IN	47130	812/288-2044
Pizza Hut of Auburn, Inc.	007672	101 E North St		Kendallville	IN	46755	260/347-5340
Peru Pizza Company, Inc.	006989	1405 S Heaton		Knox	IN	46534	574/772-6747
Kokomo Pizza, LLC	034655	710 S Reed Rd		Kokomo	IN	46901	765/452-8287
Kokomo Pizza, LLC	034657	2328 W Sycamore St		Kokomo	IN	46901	765/456-1150
Kokomo Pizza, LLC	042167	300 East Southway Boulevard Suite C		Kokomo	IN	46902	765/453-1511
Hut Diggity, Inc.	037025	100 Farabee Dr N		Lafayette	IN	47905	765/449-1266
Hut Diggity, Inc.	037032	35 Beck Lane		Lafayette	IN	47909	765/471-7700
Hut Diggity, Inc.	037035	3209 Builder Dr		Lafayette	IN	47909	765/479-7972
Peru Pizza Company, Inc.	014683	0030 W 150 N		Lagrange	IN	46761	260/463-3164
Valley Restaurant Management, Inc.	035369	650 W Pendleton Ave		Lapel	IN	46051	765/534-8322
Maruti PH Group LLC	041286	1054 W Eads Pkwy		Lawrenceburg	IN	47025	812/537-1447
Hut Diggity, Inc.	037023	1707 N Lebanon Street		Lebanon	IN	46052	765/482-6777
Pizza Hut of Auburn, Inc.	009702	258 U S 6 West		Ligonier	IN	46767	260/894-3100
Hut St Louis LLC	038490	9610 W. State Road 54		Linton	IN	47441	812/847-2795
Freeland Enterprises, Inc.	014098	3322 E Market St		Logansport	IN	46947	574/722-3226
IPH Enterprises, LLC	036946	510 Clifty Dr		Madison	IN	47250	812/273-4470
Peru Pizza Company, Inc.	014696	939 N Baldwin Ave		Marion	IN	46952	765/662-2701
Heartland Pizza, L.L.C.	037702	1259 S Harriet St		Martinsville	IN	46151	765/342-7146
EYM Pizza of Indiana, LLC	032409	1501 W 81st Avenue		Merrillville	IN	46410	219/769-0840
EYM Pizza of Indiana, LLC	032418	5350 Franklin St		Michigan City	IN	46360	219/871-0282
Quality Huts Midwest LLC	034129	500 Spring Valley Road		Middlebury	IN	46540	574/825-0441
Quality Huts Midwest LLC	034123	324 Lincoln Way W		Mishawaka	IN	46544	574/255-4900

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Captain Development Company, Inc.	014354	1108 N Main St		Monticello	IN	47960	574/583-8777
GOAT Pizza Midwest LLC	041512	550 E 4th Street		Mount Vernon	IN	47620	812/838-9830
White River Valley Pizza Hut, Ltd.	012773	2601 N Wheeling Ave		Muncie	IN	47303	765/741-4141
White River Valley Pizza Hut, Ltd.	012774	2703 S Madison St		Muncie	IN	47302	765/741-4140
IPH Enterprises, LLC	036953	3316 Grant Line Rd		New Albany	IN	47150	812/944-7001
Quality Huts Indianapolis LLC	034886	711 S. Memorial		New Castle	IN	47362	765/529-2992
Pizza Hut of Fort Wayne, Inc.	007137	1440 Hwy 30 E		New Haven	IN	46774	260/749-9584
Quality Huts Indianapolis LLC	034898	5971 W. US Hwy. 52, Suite H		New Palestine	IN	46163	317/861-8556
GOAT Pizza Midwest LLC	041511	8887 High Pointe Dr	Space B	Newburgh	IN	47630	812/858-9000
Hut Diggity, Inc.	037028	825 Westfield Rd		Noblesville	IN	46062	317/773-8900
Hut Diggity, Inc.	037031	15887 Cumberland Rd., Ste 101		Noblesville	IN	46060	317/219-0099
Freeland Enterprises, Inc.	008230	1210 W IN-114		North Manchester	IN	46962	260/982-7514
Heartland Pizza, L.L.C.	032454	1545 Hurley Dr		North Vernon	IN	47265	812/346-7700
Captain Development Company, Inc.	007146	407 SW First Street		Paoli	IN	47454	812/723-4600
White River Valley Pizza Hut, Ltd.	012777	7099 S State 67		Pendleton	IN	46064	765/778-7555
Peru Pizza Company, Inc.	006890	908 W Main St		Peru	IN	46970	765/473-5200
Quality Huts Indianapolis LLC	034878	2597 E Main		Plainfield	IN	46168	317/839-2424
Freeland Enterprises, Inc.	007630	1919 N Michigan St		Plymouth	IN	46563	574/936-5422
Hut Diggity, Inc.	042361	1502 N Meridian St		Portland	IN	47371	260/726-2420
GOAT Pizza Midwest LLC	041505	1606 West Broadway St.		Princeton	IN	47670	812/385-8831
Peru Pizza Company, Inc.	007372	410 S College Ave		Rensselaer	IN	47978	219/866-7777
SFR X Holdings, LLC	040275	3250 E Main Street		Richmond	IN	47374	765/962-0586
Peru Pizza Company, Inc.	042169	85 Rochester Plaza		Rochester	IN	46975	574/380-2647
Peru Pizza Company, Inc.	007354	818 N Lincoln Rd		Rockville	IN	47872	765/569-3135
Quality Huts Indianapolis LLC	034876	1420 N. Main		Rushville	IN	46173	765/932-3780
IPH Enterprises, LLC	036945	525 S Lake Road		Scottsburg	IN	47170	812/752-2618
Heartland Pizza, L.L.C.	032455	1411 E Tipton St		Seymour	IN	47274	812/523-3332
Quality Huts Indianapolis LLC	034866	1636 E State Road 44		Shelbyville	IN	46176	317/398-0061
Quality Huts Midwest LLC	034116	5113 W Western Ave		South Bend	IN	46619	574/234-5155
Quality Huts Midwest LLC	034126	2017 South Bend Ave		South Bend	IN	46637	574/273-9944
Quality Huts Midwest LLC	034137	3697 Portage Road		South Bend	IN	46628	574/273-0678
Quality Huts Midwest LLC	034144	4615 Miami Street		South Bend	IN	46614	574/231-9181
Quality Huts Indianapolis LLC	034896	6111 Crawfordsville Rd.		Speedway	IN	46224	317/381-0507
Heartland Pizza, L.L.C.	032453	310 W Morgan St		Spencer	IN	47460	812/829-9100
Freeland Enterprises, Inc.	009689	1112 S. Huntington Rd.		Syracuse	IN	46567	574/457-8300
Arnold Family of Restaurants, LLC	041450	124 State Road 66		Tell City	IN	47586	812/547-1621
Wabash Valley Pizza Hut, Inc.	028567	2400 S 3rd St.		Terre Haute	IN	47802	812/232-3462
Wabash Valley Pizza Hut, Inc.	028569	2001 Lafayette Ave		Terre Haute	IN	47805	812/466-6868
Wabash Valley Pizza Hut, Inc.	028570	1301 Wabash Ave		Terre Haute	IN	47807	812/235-3535
Quality Huts Indianapolis LLC	034903	701 E. Jefferson St. Suite 4		Tipton	IN	46072	765/675-3333
Kokomo Pizza, LLC	037218	340 W Deerfield Rd		Union City	IN	47390	765/964-7522
Maruti PH Group LLC	041299	326 S Washington St	Suite 21	Versailles	IN	47042	812/689-0397
Wabash Valley Pizza Hut, Inc.	041422	632 Kimmell Rd		Vincennes	IN	47591	812/885-0500
Freeland Enterprises, Inc.	008231	1303 N Cass St		Wabash	IN	46992	260/563-8885
Freeland Enterprises, Inc.	007260	502 N Detroit St		Warsaw	IN	46580	574/269-2008
Freeland Enterprises, Inc.	007766	3314 Lake City Hwy		Warsaw	IN	46580	574/269-6650
Hut St Louis LLC	038486	1447 E National Hwy		Washington	IN	47501	812/254-3030
Hut Diggity, Inc.	037026	506 Sagamore Pkwy W		West Lafayette	IN	47906	765/463-1529
Hut Diggity, Inc.	037030	240 W. 161st St.		Westfield	IN	46074	317/896-4455
Peru Pizza Company, Inc.	009650	874 N Plymouth Rd		Winamac	IN	46996	574/946-6116
Kokomo Pizza, LLC	037217	914 E. Washington		Winchester	IN	47394	765/584-6485
P.H. North, Inc.	029806	1705 N Buckeye		Abilene	KS	67410	785/263-7777
Pizza Hut of Southeast Kansas, Inc.	014554	307 N Andover Rd		Andover	KS	67002	316/733-0055

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KO Huts, Inc.	023874	422 N. Summit Street		Arkansas City	KS	67005	620/442-1900
GMRG ACQ 1, LLC	034975	333 S 10th St		Atchison	KS	66002	913/367-3343
Pizza Management Company, L.L.C.	008582	508 Main St		Atwood	KS	67730	785/626-3141
Pizza Hut of Southeast Kansas, Inc.	022258	718 W 7th Street		Augusta	KS	67010	316/775-2284
Pizza Management Company, L.L.C.	042041	130 Hwy 56		Baldwin City	KS	66006	785/594-3230
Pizza Hut of Baxter Springs, Inc.	006786	1802 Military Ave		Baxter Springs	KS	66713	620/856-2399
Pizza Management Company, L.L.C.	034003	3001 US 24 Hwy		Beloit	KS	67420	785/738-5706
GMRG ACQ 1, LLC	034999	13028 Kansas Ave.		Bonner Springs	KS	66012	913/441-2435
Pizza Hut of Southeast Kansas, Inc.	029735	707 North 4th Street		Burlington	KS	66839	620/364-8375
J. Larry Fugate, individually	007827	403 N Mcgee St		Caney	KS	67333	620/879-5660
Hut Ozark LLC	038417	1625 S Santa Fe St		Chanute	KS	66720	620/431-3630
J. Larry Fugate, individually	007590	514 S Liberty St		Cherryvale	KS	67335	620/336-2661
Pizza Management Company, L.L.C.	042200	638 W Crawford St		Clay Center	KS	67432	785/632-5969
Pizza Hut of Southeast Kansas, Inc.	013707	200 E Ross St		Clearwater	KS	67026	620/584-2044
J. Larry Fugate, individually	006398	1612 W 11th St		Coffeyville	KS	67337	620/251-4520
Pizza Management Company, L.L.C.	026768	980 S Range Ave		Colby	KS	67701	785/462-8206
Pizza Hut of Baxter Springs, Inc.	008003	S 69 Hwy		Columbus	KS	66725	620/429-1345
P.H. North, Inc.	029803	2112 S. Lincoln		Concordia	KS	66901	785/243-2400
P.H. North, Inc.	029798	15 N Union St		Council Grove	KS	66846	620/767-5000
Pizza Management Company, L.L.C.	041514	34080 Commerce Drive		De Soto	KS	66018	913/583-6016
Pizza Hut of Southeast Kansas, Inc.	025431	101 N Rock Rd		Derby	KS	67037	316/788-6760
GMRG ACQ 1, LLC	035923	110 Frontview		Dodge City	KS	67801	620/225-2286
GMRG ACQ 1, LLC	035945	320 W Wyatt Earp Blvd		Dodge City	KS	67801	620/225-1234
J. Larry Fugate, individually	011355	729 N Main St		El Dorado	KS	67042	316/321-1111
GMRG ACQ 1, LLC	035919	460 Us Hwy 56		Elkhart	KS	67950	620/697-4555
Pizza Management Company, L.L.C.	029809	512 Kunkle Dr		Ellsworth	KS	67439	785/472-3134
Hut Midwest LLC	038395	2920 West 18th Avenue		Emporia	KS	66801	620/343-3756
Pizza Hut of Southeast Kansas, Inc.	006549	1605 E River St		Eureka	KS	67045	620/583-7334
Pizza Hut of Southeast Kansas, Inc.	006670	1831 E. Washington		Fredonia	KS	66736	620/378-4308
Pizza Hut of Baxter Springs, Inc.	027588	1001 E. 7th Street		Galena	KS	66739	620/783-4353
GMRG ACQ 1, LLC	035941	1502 E Harding Ave. #12		Garden City	KS	67846	620/275-5555
GMRG ACQ 1, LLC	035947	301 E Kansas Ave		Garden City	KS	67846	620/275-4121
GMRG ACQ 1, LLC	034252	619 E Main St		Gardner	KS	66030	913/884-6116
Pizza Hut of Southeast Kansas, Inc.	006932	405 N Maple		Garnett	KS	66032	785/448-3465
J. Larry Fugate, individually	014386	20125 W Kellogg		Goddard	KS	67052	316/794-8966
Pizza Management Company, L.L.C.	041977	2304 Commerce Road		Goodland	KS	67735	785/899-3661
P.H. North, Inc.	029805	2006 N. Main Street		Great Bend	KS	67530	620/792-7161
GMRG ACQ 1, LLC	034974	1308 Vine		Hays	KS	67601	785/628-1777
Pizza Hut of Southeast Kansas, Inc.	025425	360 N. Main St., #800		Haysville	KS	67060	316/529-3000
P.H. North, Inc.	029796	555 Us Highway 77		Herington	KS	67449	785/258-2256
P.H. North, Inc.	031125	720 E Lincoln Blvd		Hesston	KS	67062	620/327-2533
Pizza Management Company, L.L.C.	034161	403 N 1st St		Hiawatha	KS	66434	785/742-7811
Pizza Management Company, L.L.C.	008005	721 W. Hwy 24		Hill City	KS	67642	785/421-3691
P.H. North, Inc.	029807	903 East D St		Hillsboro	KS	67063	620/947-5550
Pizza Management Company, L.L.C.	029810	56 West Hwy 4		Hoisington	KS	67544	620/653-4976
Pizza Management Company, L.L.C.	034002	730 Arizona Ave		Holton	KS	66436	785/364-4168
GMRG ACQ 1, LLC	035916	600 E 11th St	Hwy 270 E	Hugoton	KS	67951	620/544-8587
GMRG ACQ 1, LLC	034970	930 E 30th Ave		Hutchinson	KS	67502	620/662-0571
GMRG ACQ 1, LLC	034978	123 West 4th		Hutchinson	KS	67501	620/662-7788
J. Larry Fugate, individually	014108	1801 N Pennsylvania Ave		Independence	KS	67301	620/331-3681
J. Larry Fugate, individually	010715	1612 N State St		Iola	KS	66749	620/365-5991
MJC Huts, Inc.	031932	1035 W 6th		Junction City	KS	66441	785/238-8833
MJC Huts, Inc.	031935	412 East Chestnut		Junction City	KS	66441	785/238-4144

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Hut Midwest LLC	038408	10940 Parallel Parkway	Suite C	Kansas City	KS	66109	913/334-2008
Hut Midwest LLC	038413	4322 Rainbow Blvd		Kansas City	KS	66103	913/677-8610
Hut Midwest LLC	038414	4846 State Ave		Kansas City	KS	66102	913/287-2455
Hut Midwest LLC	038415	7720 State Ave		Kansas City	KS	66112	913/788-4633
Hut Midwest LLC	038416	2815 S 47th St		Kansas City	KS	66106	913/262-1851
Hut Midwest LLC	041063	3522 State Ave		Kansas City	KS	66102	913/621-7026
Pizza Management Company, L.L.C.	035889	828 E. Avenue D	E Hwy 54	Kingman	KS	67068	620/532-5111
GMRG ACQ 1, LLC	034976	407 N Main St		Lansing	KS	66043	913/727-3232
GMRG ACQ 1, LLC	035921	126 W 14th St		Larned	KS	67550	620/285-3101
Hut Midwest LLC	038396	4651 W 6th St		Lawrence	KS	66049	785/843-2211
Hut Midwest LLC	038399	600 W 23rd St		Lawrence	KS	66046	785/843-3000
GMRG ACQ 1, LLC	034993	819 S. 4th		Leavenworth	KS	66048	913/682-0707
Hut Midwest LLC	038411	4306 W 119th St		Leawood	KS	66209	913/317-5007
GMRG ACQ 1, LLC	036908	22903 W 83rd Street		Lenexa	KS	66227	913/745-0020
Hut Midwest LLC	038410	13630 W. 87th St.		Lenexa	KS	66215	913/894-1051
GMRG ACQ 1, LLC	035939	114 W 1st St		Liberal	KS	67901	620/624-4444
GMRG ACQ 1, LLC	035942	160 East Pancake Blvd		Liberal	KS	67901	620/624-5616
P.H. North, Inc.	029799	450 N Harrison St		Lindsborg	KS	67456	785/227-3395
P.H. North, Inc.	029802	1020 W Main St		Lyons	KS	67554	620/257-5644
J. Larry Fugate, individually	022986	3960 N Maize Rd.		Maize	KS	67101	316/721-6979
MJC Huts, Inc.	031934	1005 Hostetler Drive		Manhattan	KS	66502	785/776-4334
MJC Huts, Inc.	037007	3268 Kimball Ave		Manhattan	KS	66503	785/539-7447
Pizza Management Company, L.L.C.	034005	1166 Pony Express Hwy		Marysville	KS	66508	785/562-5428
P.H. North, Inc.	029801	700 N Main St		McPherson	KS	67460	620/241-7200
P.H. North, Inc.	029808	2215 E Kansas Ave		McPherson	KS	67460	620/241-5588
GMRG ACQ 1, LLC	035927	809 W Carthage Street		Meade	KS	67864	620/873-5415
Pizza Management Company, L.L.C.	035890	281 Junction 160		Medicine Lodge	KS	67104	620/886-3784
Hut Midwest LLC	038403	6500 Johnson Dr		Mission	KS	66202	913/671-7447
Pizza Hut of Southeast Kansas, Inc.	014552	1215 N Rock Rd		Mulvane	KS	67110	316/777-1123
Pizza Hut of Southeast Kansas, Inc.	007133	725 Main St		Neodesha	KS	66757	620/325-3647
P.H. North, Inc.	031126	1205 S Washington		Newton	KS	67114	316/283-3333
Pizza Management Company, L.L.C.	020724	609 W Holme Street		Norton	KS	67654	785/877-3359
Pizza Management Company, L.L.C.	026770	514 Freeman Ave		Oakley	KS	67748	785/672-3108
GMRG ACQ 1, LLC	034258	12705 N Mur Len Rd		Olathe	KS	66062	913/829-0400
GMRG ACQ 1, LLC	034260	180 S Parker St		Olathe	KS	66061	913/782-6633
GMRG ACQ 1, LLC	039136	15225 W 151st Street		Olathe	KS	66062	913/829-0555
Hut Midwest LLC	038397	2314 S. Princeton Rd.		Ottawa	KS	66067	785/242-1212
Hut Midwest LLC	038400	5697 W 95th St		Overland Park	KS	66207	913/381-8560
Hut Midwest LLC	038402	7121 W 151st St		Overland Park	KS	66223	913/897-2053
Hut Midwest LLC	038404	11719 College Blvd		Overland Park	KS	66210	913/469-5714
Hut Midwest LLC	038405	9100 Santa Fe Dr.		Overland Park	KS	66212	913/381-8630
Hut Midwest LLC	038406	7620 Metcalf Ave., Ste. J		Overland Park	KS	66204	913/381-8395
Hut Midwest LLC	038409	8319 W. 135th St.		Overland Park	KS	66223	913/402-7280
GMRG ACQ 1, LLC	035829	1613 E Peoria St		Paola	KS	66071	913/294-4422
Pizza Hut of Southeast Kansas, Inc.	014555	1725 E 61st St N		Park City	KS	67219	316/744-9222
Hut Ozark LLC	038443	2232 Main St.		Parsons	KS	67357	620/421-3720
Pizza Management Company, L.L.C.	034006	950 State St		Phillipsburg	KS	67661	785/543-2139
Hut Ozark LLC	038418	102 East Quincy St		Pittsburg	KS	66762	620/231-8990
Pizza Management Company, L.L.C.	006855	611 S Washington St		Plainville	KS	67663	785/434-7232
GMRG ACQ 1, LLC	035909	1228 E 1st St.		Pratt	KS	67124	620/672-7497
Pizza Hut of Southeast Kansas, Inc.	014556	1010 N Rose Hill Rd		Rose Hill	KS	67133	316/776-0044
GMRG ACQ 1, LLC	034971	1315 S Front St		Russell	KS	67665	785/483-5688
Pizza Management Company, L.L.C.	034012	1312 S Us Hwy 75		Sabetha	KS	66534	785/284-2117

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Pizza Management Company, L.L.C.	009815	700 W Hwy 36		Saint Francis	KS	67756	785/332-2601
GMRG ACQ 1, LLC	034972	2935 S 9th St		Salina	KS	67401	785/827-8500
GMRG ACQ 1, LLC	034973	1200 S Santa Fe Ave		Salina	KS	67401	785/825-4422
GMRG ACQ 1, LLC	035914	1304 S Main St		Scott City	KS	67871	620/872-5301
Hut Midwest LLC	038398	11449 West 63rd St.		Shawnee	KS	66203	913/631-0454
Hut Midwest LLC	038407	15327 West 67th Street		Shawnee	KS	66217	913/248-7869
Pizza Management Company, L.L.C.	006856	120 W Hwy 36		Smith Center	KS	66967	785/282-3571
Hut Midwest LLC	038390	2119 SW Gage Blvd		Topeka	KS	66614	785/271-2100
Hut Midwest LLC	038394	2310 N Topeka Ave		Topeka	KS	66608	785/357-4325
Hut Midwest LLC	038412	1700 SW Wanamaker Rd	Suite 150	Topeka	KS	66604	785/271-0725
Hut Midwest LLC	040985	3703 SW Burlingame Rd Ste 100		Topeka	KS	66609	785/267-6226
Hut Midwest LLC	041660	2061 SE 29th St		Topeka	KS	66605	785/266-9225
GMRG ACQ 1, LLC	035912	813 W Oklahoma Ave		Ulysses	KS	67880	620/356-4030
Pizza Hut of Southeast Kansas, Inc.	014553	344 S Meridian St		Valley Center	KS	67147	316/755-2313
Pizza Management Company, L.L.C.	007069	324 S 1st St		Wa Keeney	KS	67672	785/743-2383
Pizza Management Company, L.L.C.	034160	1430 W Hwy 24		Wamego	KS	66547	785/456-2922
KO Huts, Inc.	027083	15th & North G		Wellington	KS	67152	620/326-5946
Pizza Hut of Southeast Kansas, Inc.	025424	410 N. Hillside St., #1300		Wichita	KS	67208	316/686-2222
Pizza Hut of Southeast Kansas, Inc.	025426	2181 N Rock Rd		Wichita	KS	67206	316/689-8424
Pizza Hut of Southeast Kansas, Inc.	025429	550 N West St		Wichita	KS	67203	316/945-3000
Pizza Hut of Southeast Kansas, Inc.	025430	1708 E Pawnee St		Wichita	KS	67211	316/263-6333
Pizza Hut of Southeast Kansas, Inc.	025433	333 E 47th St S		Wichita	KS	67216	316/554-1100
Pizza Hut of Southeast Kansas, Inc.	025437	10607 W. Maple St., #6		Wichita	KS	67209	316/722-5000
Pizza Hut of Southeast Kansas, Inc.	025438	1032 S. Oliver St.		Wichita	KS	67218	316/684-6111
Pizza Hut of Southeast Kansas, Inc.	025439	8139 E. Central Ave.		Wichita	KS	67206	316/683-9555
Pizza Hut of Southeast Kansas, Inc.	025440	8821 W. 21st St., #100		Wichita	KS	67205	316/721-1616
Pizza Hut of Southeast Kansas, Inc.	025441	2129 N. Woodlawn St.		Wichita	KS	67208	316/682-8222
Pizza Hut of Southeast Kansas, Inc.	025442	700 W. Douglas		Wichita	KS	67203	316/267-4900
Pizza Hut of Southeast Kansas, Inc.	029190	2452 S. Seneca		Wichita	KS	67217	316/265-6565
Pizza Hut of Southeast Kansas, Inc.	029874	6505 E. 37th St. North, Suite 100		Wichita	KS	67226	316/618-0403
Pizza Hut of Southeast Kansas, Inc.	032186	1659 S. Webb		Wichita	KS	67207	316/687-7001
Pizza Hut of Southeast Kansas, Inc.	032369	1877 W. 21st Street North		Wichita	KS	67203	316/838-8833
Heart of Texas Pizza LP	034027	7700 East Polo Drive		Wichita	KS	67206	
Pizza Hut of Southeast Kansas, Inc.	037421	737 N Maize Rd, Ste 100		Wichita	KS	67212	316/722-8702
KO Huts, Inc.	026036	1902 S. Main Street		Winfield	KS	67156	620/221-7500
Pizza Hut of Southeast Kansas, Inc.	007805	509 S Fry St		Yates Center	KS	66783	620/625-3635
J. Larry Fugate, individually	012281	805 Tennessee Rd		Albany	KY	42602	606/387-9696
Arnold Family of Restaurants, LLC	041444	933 Blackburn Ave.		Ashland	KY	41101	606/326-0660
Tasty Hut of KY LLC	036605	1049 South US 25E		Barbourville	KY	40906	606/546-2311
J. Larry Fugate, individually	011365	321 Kentucky Home Sq		Bardstown	KY	40004	502/348-6967
Captain Development Company, Inc.	007110	1475 N Main St		Beaver Dam	KY	42320	270/274-7959
Captain Development Company, Inc.	007188	54 Main Street		Benton	KY	42025	270/527-3065
Arnold Family of Restaurants, LLC	041458	710 Chestnut		Berea	KY	40403	859/986-6161
Pizza Hut of Southeast Kansas, Inc.	028245	2450 Nashville Road		Bowling Green	KY	42101	270/901-3637
Pizza Hut of Southeast Kansas, Inc.	037696	164 Iron Skillet Ct, Ste D		Bowling Green	KY	42104	270/782-9056
Pizza Hut of Southeast Kansas, Inc.	037829	1414 U.S. 31 W Bypass		Bowling Green	KY	42104	270/781-9898
J. Larry Fugate, individually	008384	110 Keen Street		Burkesville	KY	42717	270/864-5323
Pizza Hut of Southeast Kansas, Inc.	031517	730 E Broadway		Campbellsville	KY	42718	270/469-1245
J. Larry Fugate, individually	026657	804 Mammoth Cave Street		Cave City	KY	42127	270/773-3770
Pizza Hut of Southeast Kansas, Inc.	023675	631 S Second		Central City	KY	42330	270/754-9989
J. Larry Fugate, individually	007156	990 Jamestown Road		Columbia	KY	42728	270/384-5331
Pizza Hut of Southeast Kansas, Inc.	027753	1565 Hustonville Rd.		Danville	KY	40422	859/236-2622
Pizza Hut of Southeast Kansas, Inc.	023678	24 Outlet Ave		Eddyville	KY	42038	270/388-4425

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J. Larry Fugate, individually	030083	1004 W Stockton St		Edmonton	KY	42129	270/432-2020
Arnold Family of Restaurants, LLC	041438	1709 N Dixie Ave # 106		Elizabethtown	KY	42701	270/765-5510
Arnold Family of Restaurants, LLC	041445	907 N. Mulberry		Elizabethtown	KY	42701	270/763-0808
Maruti PH Group LLC	041303	3149 Dixie Hwy		Erlanger	KY	41018	859/344-0090
Arnold Family of Restaurants, LLC	041454	2002 Argillite Road		Flatwoods	KY	41139	606/834-1809
Peru Pizza Company, Inc.	007459	524 Mt Sterling Ave		Flemingsburg	KY	41041	606/849-9521
Maruti PH Group LLC	041281	7951 Mall Rd		Florence	KY	41042	859/282-7070
Arnold Family of Restaurants, LLC	041448	616 East Main		Frankfort	KY	40601	502/875-5405
Pizza Hut of Southeast Kansas, Inc.	014008	705 S Main St		Franklin	KY	42134	270/586-9244
Pizza Hut of Southeast Kansas, Inc.	023677	1101 W Highland Dr		Fulton	KY	42041	270/472-2573
Hut Nashville LLC	038300	102 N. Bradford Lane		Georgetown	KY	40324	502/863-5461
J. Larry Fugate, individually	006172	804 Happy Valley Rd		Glasgow	KY	42141	270/651-2958
J. Larry Fugate, individually	030106	597 S. L. Roger Wells Blvd.		Glasgow	KY	42141	270/651-2959
Peru Pizza Company, Inc.	014693	360 C.W. Stevens Blvd		Grayson	KY	41143	606/474-6462
J. Larry Fugate, individually	007828	607 Columbia Hwy		Greensburg	KY	42743	270/932-5521
Pizza Hut of Southeast Kansas, Inc.	023674	910 N Main		Greenville	KY	42345	270/338-6467
Peru Pizza Company, Inc.	007264	500 Old Hwy 60 E.		Hardinsburg	KY	40143	270/756-2206
Tasty Hut of KY LLC	036639	105 Tway Hollow Rd.		Harlan	KY	40831	606/573-6324
J. Larry Fugate, individually	007213	675 Beaumont Plaza		Harrodsburg	KY	40330	859/734-5143
Hut Nashville LLC	038269	125 E Main St		Hazard	KY	41701	606/439-5886
YOLO, LLC	029908	1960 North Bend Road	Suite J	Hebron	KY	41048	859/586-5300
GOAT Pizza Midwest LLC	041506	2041 US Highway 41 N		Henderson	KY	42420	270/827-4141
Arnold Family of Restaurants, LLC	041457	1885 Old Preston Hwy		Hillview	KY	40129	502/955-7211
Hut Nashville LLC	038270	1200 Richmond Rd		Irvine	KY	40336	606/723-7716
Peru Pizza Company, Inc.	040460	304 S 1st Ave		La Grange	KY	40031	502/225-3313
J. Larry Fugate, individually	007829	755 W Broadway St		Lawrenceburg	KY	40342	502/839-6798
Arnold Family of Restaurants, LLC	041466	494 Southgate Mall		Leitchfield	KY	42754	270/259-9351
Hut Nashville LLC	038273	3094 Richmond Rd		Lexington	KY	40509	859/266-1030
Hut Nashville LLC	038274	4240 Saron Dr #7B		Lexington	KY	40517	859/272-4757
Hut Nashville LLC	038314	1650 Bryan Station Road	Suite 118	Lexington	KY	40505	859/389-4888
Hut Nashville LLC	038315	393 Waller Avenue	Suite 4	Lexington	KY	40504	859/254-2214
J. Larry Fugate, individually	007924	543 N Wallace Wilkinson Blvd		Liberty	KY	42539	606/787-5439
Arnold Family of Restaurants, LLC	041459	283 London Shopping Center		London	KY	40741	606/877-7777
IPH Enterprises, LLC	036947	2508 Preston Hwy		Louisville	KY	40217	502/634-8322
IPH Enterprises, LLC	036948	4211 Shelbyville Rd		Louisville	KY	40207	502/895-4318
IPH Enterprises, LLC	036949	7509 Preston Hwy		Louisville	KY	40219	502/964-5986
IPH Enterprises, LLC	036950	5366 New Cut Rd		Louisville	KY	40214	502/363-2608
IPH Enterprises, LLC	036951	5368 Dixie Hwy		Louisville	KY	40216	502/448-9595
IPH Enterprises, LLC	036954	2733 W Broadway St		Louisville	KY	40211	502/778-8000
IPH Enterprises, LLC	036955	6800 Outer Loop		Louisville	KY	40228	502/239-7171
IPH Enterprises, LLC	036956	9160 Taylorsville Rd		Louisville	KY	40299	502/493-8600
IPH Enterprises, LLC	036957	9705 Dixie Hwy		Louisville	KY	40272	502/933-1111
IPH Enterprises, LLC	036958	3601 Buechel By-Pass		Louisville	KY	40218	502/479-6065
IPH Enterprises, LLC	036959	3610 Springhurst Blvd		Louisville	KY	40241	502/339-9339
IPH Enterprises, LLC	036970	3803 7th St		Louisville	KY	40216	502/449-3020
IPH Enterprises, LLC	036971	214 Amy Avenue		Louisville	KY	40212	502/776-3716
IPH Enterprises, LLC	036972	1985 Brownsboro Rd		Louisville	KY	40206	502/895-5222
IPH Enterprises, LLC	041116	13210 Shelbyville Rd		Louisville	KY	40243	502/244-3939
IPH Enterprises, LLC	042049	6304 Bardstown Road		Louisville	KY	40291	502/231-9090
GOAT Pizza Midwest LLC	041509	315 S Main Street		Madisonville	KY	42431	270/825-3636
Tasty Hut of KY LLC	036595	518 Manchester Square Shopping Ctr		Manchester	KY	40962	606/598-6970
Arnold Family of Restaurants, LLC	041460	1408 Us Highway 68		Maysville	KY	41056	606/564-9488
Tasty Hut of KY LLC	036576	725 US HWY 25 E		Middlesboro	KY	40965	606/248-7338

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Tasty Hut of KY LLC	040987	2064 N. Main		Monticello	KY	42633	606/348-9311
Hut Nashville LLC	038265	333 Flemingsburg Rd		Morehead	KY	40351	606/784-8654
Arnold Family of Restaurants, LLC	041446	1041 U.S. Hwy. 60		Morganfield	KY	42437	270/389-0503
Hut Nashville LLC	038275	220 Young Lane Rd		Mount Sterling	KY	40353	859/498-1027
J. Larry Fugate, individually	007983	55 Commercial Lane		Mount Vernon	KY	40456	606/256-4713
Arnold Family of Restaurants, LLC	041442	6442 Hwy. 44 East		Mount Washington	KY	40047	502/538-9006
Pizza Hut of Southeast Kansas, Inc.	014007	1198 National Tpke		Munfordville	KY	42765	270/524-4488
Hut Nashville LLC	040154	506 N 12th St, Suite B		Murray	KY	42071	270/759-9205
Hut Nashville LLC	039590	964 N Main St		Nicholasville	KY	40356	859/885-6201
GOAT Pizza Midwest LLC	041504	4127 Frederica St		Owensboro	KY	42301	270/684-0040
GOAT Pizza Midwest LLC	041507	3189 Fairview Dr. Suite A		Owensboro	KY	42303	270/683-1544
Hut Nashville LLC	038316	5194 Hinkleville Rd		Paducah	KY	42001	270/443-9922
Tasty Hut of KY LLC	040755	611 N Mayo Trail		Paintsville	KY	41240	606/789-5490
Tasty Hut of KY LLC	040752	380 South Mayo Trail		Pikeville	KY	41501	606/437-5000
Tasty Hut of KY LLC	040754	4507 North Mayo Trail		Pikeville	KY	41501	606/432-1966
Tasty Hut of KY LLC	036593	Us Rte 25 East		Pineville	KY	40977	606/337-6724
Tasty Hut of KY LLC	040753	497 University Drive	Suite C	Prestonsburg	KY	41653	606/886-1377
Arnold Family of Restaurants, LLC	041441	206 Marion Rd		Princeton	KY	42445	270/365-7382
Arnold Family of Restaurants, LLC	041452	990 S Dixie Blvd Ste 2		Radcliff	KY	40160	502/684-0100
Arnold Family of Restaurants, LLC	041464	1215 N Dixie Blvd		Radcliff	KY	40160	502/684-0150
Arnold Family of Restaurants, LLC	041449	946 Commercial Drive		Richmond	KY	40475	859/623-2264
Arnold Family of Restaurants, LLC	041456	116 Keenland Dr., #2		Richmond	KY	40475	859/625-1000
J. Larry Fugate, individually	007557	2443 Lakeway Dr		Russell Springs	KY	42642	270/866-6507
Arnold Family of Restaurants, LLC	041455	661 N. Main Street		Russellville	KY	42276	270/726-9526
J. Larry Fugate, individually	007419	498 Old Gallatin Rd		Scottsville	KY	42164	270/237-3366
Arnold Family of Restaurants, LLC	041453	259 Highway 44 East		Shepherdsville	KY	40165	502/921-9718
J. Larry Fugate, individually	005930	914 S Highway 27		Somerset	KY	42501	606/679-4822
J. Larry Fugate, individually	008937	2975 S Highway 27		Somerset	KY	42501	606/678-0042
Tasty Hut of KY LLC	040756	158 Appalachian Plaza		South Williamson	KY	41503	606/237-8480
J. Larry Fugate, individually	007874	949 Lincoln Park Rd		Springfield	KY	40069	859/336-3611
J. Larry Fugate, individually	007872	936 Lancaster Rd		Stanford	KY	40484	606/365-3778
J. Larry Fugate, individually	007707	1228 N. Main		Tompkinsville	KY	42167	270/487-6513
Maruti PH Group LLC	041301	8761 US Highway 42	Suite I	Union	KY	41091	859/384-6100
YOLO, LLC	029909	625 Chestnut Drive	Suite 112	Walton	KY	41094	859/493-0444
Tasty Hut of KY LLC	036581	743 S. 10th		Williamsburg	KY	40769	606/549-5896
Arnold Family of Restaurants, LLC	041465	8 Carol Rd		Winchester	KY	40391	859/744-9560
ADT Louisiana LLC	035476	720 Veterans Memorial Dr		Abbeville	LA	70510	337/893-9373
JJB Pizza, LLC	034285	70326 Highway 59	Bldg 1, Suite 3	Abita Springs	LA	70420	985/867-3354
JJB Pizza, LLC	037417	19151 Florida Blvd		Albany	LA	70711	225/500-9006
ADT Louisiana LLC	035477	3927 S Macarthur Dr		Alexandria	LA	71302	318/443-4400
ADT Louisiana LLC	035492	4605-A Jackson St., Ext. #20		Alexandria	LA	71303	318/443-6000
JJB Pizza, LLC	034291	1108 West Oak St	Suite A	Amite	LA	70422	985/748-7008
JJB Pizza 2, LLC	037515	400 Main Street		Baker	LA	70714	225/778-1700
Hut Little Rock LLC	041315	931 East Madison Avenue, Ste #1		Bastrop	LA	71220	318/281-6158
JJB Pizza 2, LLC	037507	9880 Bluebonnet Blvd	Suite E-5	Baton Rouge	LA	70810	225/763-9407
JJB Pizza 2, LLC	037508	13214 Coursey Blvd.	Suite D	Baton Rouge	LA	70816	225/756-1935
JJB Pizza 2, LLC	037512	2906 Government St		Baton Rouge	LA	70806	225/379-8551
JJB Pizza 2, LLC	037516	1809 S Sherwood Forest Blvd	Space A-2	Baton Rouge	LA	70816	225/273-6630
JJB Pizza 2, LLC	037517	930 O'Neal Lane	Suite E2	Baton Rouge	LA	70816	225/275-1511
JJB Pizza 2, LLC	037519	7310 Airline Hwy	Suite H	Baton Rouge	LA	70805	225/355-7006
JJB Pizza 2, LLC	037521	9030 Siegen Ln		Baton Rouge	LA	70810	225/768-1277
JJB Pizza 2, LLC	038996	9618 Jefferson Hwy		Baton Rouge	LA	70809	225/425-1144
Arnold Family of Restaurants, LLC	035110	207 Burt Blvd	Suite B	Benton	LA	71006	318/965-4191

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Arnold Family of Restaurants, LLC	035114	102 North Main Street	Suite B	Blanchard	LA	71009	318/929-0230
JJB Pizza, LLC	034288	240 Cumberland Street		Bogalusa	LA	70427	985/735-1060
Arnold Family of Restaurants, LLC	035109	2100 Benton Road Suite E		Bossier City	LA	71111	318/746-4752
Arnold Family of Restaurants, LLC	035112	2091 Stockwell Road	Suite 13	Bossier City	LA	71111	318/741-5749
Arnold Family of Restaurants, LLC	035119	5380 Barksdale Blvd		Bossier City	LA	71112	318/747-7281
Arnold Family of Restaurants, LLC	038789	2949 E Texas St		Bossier City	LA	71111	318/317-2880
ADT Louisiana LLC	035478	1416 Rees St		Breaux Bridge	LA	70517	337/332-4422
ADT Louisiana LLC	041003	244 Saint Nazaire Rd		Broussard	LA	70518	337/714-2448
ADT Louisiana LLC	035479	607 North West Main		Bunkie	LA	71322	318/346-2615
ADT Louisiana LLC	035501	107 Hector Connoly Rd. Suite 100		Carencro	LA	70520	337/896-1964
Horizon River Restaurants LLC	028253	8400 W. Judge Perez Dr., Suite 1		Chalmette	LA	70043	504/684-3331
Arnold Family of Restaurants, LLC	033821	5020 Cut-off Road	Suite N	Coushatta	LA	71019	318/932-9379
JJB Pizza, LLC	034279	70325 Highway 1077		Covington	LA	70433	985/845-4073
JJB Pizza, LLC	034286	100 Tyler Square	Unit 11B	Covington	LA	70433	985/898-3531
ADT Louisiana LLC	035480	1900 N. Parkerson		Crowley	LA	70526	337/788-0901
AHA Huts LLC	034328	16258 W Main Street	Suite B	Cut Off	LA	70345	985/325-4600
Hut Little Rock LLC	037948	852 Broadway St.		Delhi	LA	71232	318/878-9046
JJB Pizza 2, LLC	037503	35055 Highway 16	Suite 1A	Denham Springs	LA	70706	225/665-3142
JJB Pizza 2, LLC	037504	1113 S Range Avenue	Suite 130	Denham Springs	LA	70726	225/664-9614
Hut Mobile LLC	038195	1319 N. Pine Street		DeRidder	LA	70634	337/462-1529
AHA Huts LLC	034327	1970 Ormond Blvd.	Suite A	Destrehan	LA	70047	985/764-6931
AHA Huts LLC	034325	1001 Highway 1 South		Donaldsonville	LA	70346	225/473-9603
ADT Louisiana LLC	035481	2390 W. Laurel		Eunice	LA	70535	337/546-0218
American Pizza Partners, L.P.	024450	4535 Entrance Road	Bldg 7828	Fort Johnson	LA	71459	337/537-2400
American Pizza Partners, L.P.	029420	2165 9th Street, Bldg. 1455		Fort Johnson	LA	71459	337/397-4053
JJB Pizza, LLC	034293	1120 Washington St		Franklinton	LA	70438	985/795-3300
JJB Pizza 2, LLC	037505	13394 Highway 73	Suite A	Geismar	LA	70734	225/673-8484
JJB Pizza 2, LLC	037511	14505 Highway 44	Suite 102	Gonzales	LA	70737	225/622-7499
JJB Pizza 2, LLC	037514	612 S Burnside Avenue	Suite A-1	Gonzales	LA	70737	225/647-7488
JJB Pizza 2, LLC	037513	6697 Sullivan Road		Greenwell Springs	LA	70739	225/261-1368
Arnold Family of Restaurants, LLC	035113	8967 Greenwood Road	Suite A	Greenwood	LA	71033	318/938-5133
Horizon River Restaurants LLC	028553	700 Terry Parkway, Suite 1		Gretna	LA	70056	504/394-1414
JJB Pizza, LLC	034284	1750 W Thomas St	Suite C	Hammond	LA	70401	985/419-8057
Horizon River Restaurants LLC	028020	7341 Jefferson Highway		Harahan	LA	70123	504/737-1250
Horizon River Restaurants LLC	028402	2630 Manhattan Blvd., Suite D		Harvey	LA	70058	504/361-3550
Arnold Family of Restaurants, LLC	033822	153 S Elm St	Suite A	Haughton	LA	71037	318/390-5555
Arnold Family of Restaurants, LLC	033815	825 W Main St		Homer	LA	71040	318/927-2556
AHA Huts LLC	034324	6302 West Park Blvd.		Houma	LA	70364	985/858-3741
AHA Huts LLC	034330	1232 St Charles St		Houma	LA	70360	985/879-4986
AHA Huts LLC	034335	1949 Prospect Blvd		Houma	LA	70363	985/872-9880
JJB Pizza, LLC	034289	505 W. Railroad Avenue		Independence	LA	70443	985/878-2515
ADT Louisiana LLC	035482	1602 N Lake Arthur Ave		Jennings	LA	70546	337/824-6747
Hut Little Rock LLC	037946	810 Pershing Hwy		Jonesboro	LA	71251	318/259-7354
AHA Huts LLC	034322	317 W Esplanade Ave		Kenner	LA	70065	504/469-4093
AHA Huts LLC	034321	150 Belle Terre Blvd.	Suite B	La Place	LA	70068	985/652-8312
ADT Louisiana LLC	035483	1821 Pinhook Dr.		Lafayette	LA	70508	337/233-4568
ADT Louisiana LLC	035493	4404 Ambassador Caffery		Lafayette	LA	70508	337/984-5556
ADT Louisiana LLC	035494	4533 Johnston St Ste F		Lafayette	LA	70503	337/984-8556
ADT Louisiana LLC	040146	2008 Johnston St		Lafayette	LA	70503	337/233-3335
Hut Mobile LLC	038214	2669 Derek Dr # 700		Lake Charles	LA	70607	337/474-2043
Hut Mobile LLC	038217	4443 Nelson Rd		Lake Charles	LA	70605	337/474-1380
Hut Mobile LLC	038218	875 Sam Houston Jones Pkwy		Lake Charles	LA	70611	337/855-7770
American Pizza Partners, L.P.	008648	2410 S. 5th		Leesville	LA	71446	337/238-5201

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JJB Pizza 2, LLC	037520	29565 Hwy 63		Livingston	LA	70754	225/686-7809
AHA Huts LLC	034323	12439 Hwy US 90	Unit E	Luling	LA	70070	985/331-8380
JJB Pizza, LLC	034280	3471 E Causeway Approach	Unit P2-3	Mandeville	LA	70448	985/624-9167
Arnold Family of Restaurants, LLC	033825	417 Washington Ave	Suite C	Mansfield	LA	71052	318/872-0892
Arnold Family of Restaurants, LLC	033819	330 Fisher Rd		Many	LA	71449	318/256-5625
ADT Louisiana LLC	035485	317 Tunica Dr.		Marksville	LA	71351	318/253-4561
Horizon River Restaurants LLC	029554	1963B Barataira Blvd.		Marrero	LA	70072	504/347-2345
AHA Huts LLC	034326	4882 Highway 1	Suite 4A	Mathews	LA	70375	985/532-4609
ADT Louisiana LLC	035499	8305 Maurice Ave # 1		Maurice	LA	70555	337/898-9010
Horizon River Restaurants LLC	028335	1700 Veterans Metairie Blvd.		Metairie	LA	70005	504/833-0008
Horizon River Restaurants LLC	029933	2312 David Dr.		Metairie	LA	70003	504/887-8888
Arnold Family of Restaurants, LLC	035115	123 Minden Shopping Drive		Minden	LA	71055	318/371-1241
Hut Little Rock LLC	037966	1301 Lamy Ln		Monroe	LA	71201	318/345-1000
AHA Huts LLC	034332	6011 Hwy 182		Morgan City	LA	70380	985/380-1003
AHA Huts LLC	034331	4783 Highway 308		Napoleonville	LA	70390	985/369-7755
Arnold Family of Restaurants, LLC	039627	810 University Pkwy		Natchitoches	LA	71457	318/228-1484
ADT Louisiana LLC	035486	635 E Admiral Doyle Dr		New Iberia	LA	70560	337/364-1176
ADT Louisiana LLC	035500	616 South Lewis St.	Suite B	New Iberia	LA	70560	337/369-3757
Horizon River Restaurants LLC	029429	301 N. Carrollton Ave., Ste. C-4		New Orleans	LA	70119	504/482-6111
Horizon River Restaurants LLC	029964	2077 Caton Street		New Orleans	LA	70122	504/283-3700
Horizon River Restaurants LLC	030965	6223 Claiborne Ave, Suite B		New Orleans	LA	70125	504/866-6100
Horizon River Restaurants LLC	030993	5700 Crowder Blvd.		New Orleans	LA	70127	504/242-2800
Horizon River Restaurants LLC	037063	3901 General Degaulle Dr		New Orleans	LA	70114	504/335-0004
JJB Pizza 2, LLC	037509	240 Hospital Rd		New Roads	LA	70760	225/638-7501
ADT Louisiana LLC	035487	133 Hwy 165 N		Oakdale	LA	71463	318/335-0345
ADT Louisiana LLC	035488	934 W. Creswell Lane		Opelousas	LA	70570	337/942-3514
AHA Huts LLC	034336	612 Catherine St		Patterson	LA	70392	985/399-3515
JJB Pizza, LLC	034287	64380 Highway 41	Suite C	Pearl River	LA	70452	985/863-2739
ADT Louisiana LLC	035490	3401 Hwy 165 North		Pineville	LA	71360	318/640-6696
ADT Louisiana LLC	035496	2990 Louisiana Hwy 28 East		Pineville	LA	71360	318/445-0900
JJB Pizza 2, LLC	037518	58785 Belleview Road		Plaquemine	LA	70764	225/687-1287
JJB Pizza, LLC	034278	405 West Pine St.		Ponchatoula	LA	70454	985/386-2490
JJB Pizza 2, LLC	037510	520 S Alexander Ave	Suite 300	Port Allen	LA	70767	225/389-2948
ADT Louisiana LLC	035491	800 The Blvd		Rayne	LA	70578	337/334-8500
JJB Pizza, LLC	034292	44354 Hwy 445	Suite C	Robert	LA	70455	985/230-4466
Arnold Family of Restaurants, LLC	038728	975 Tech Dr		Ruston	LA	71270	318/224-2001
JJB Pizza 2, LLC	037522	1734 S Main St		Saint Martinville	LA	70582	337/394-1664
ADT Louisiana LLC	035497	5545 Cameron St., Suite E		Scott	LA	70583	337/231-0057
Arnold Family of Restaurants, LLC	035107	1620 E Bert Kouns Loop		Shreveport	LA	71105	318/797-3914
Arnold Family of Restaurants, LLC	035111	2980 N Market St		Shreveport	LA	71107	318/675-1426
Arnold Family of Restaurants, LLC	035116	6825 Pines Road		Shreveport	LA	71129	318/683-4411
Arnold Family of Restaurants, LLC	035117	3701 Greenwood Rd	Unit 300	Shreveport	LA	71109	318/635-9582
Arnold Family of Restaurants, LLC	035118	9631 Mansfield Rd		Shreveport	LA	71118	318/686-7780
Arnold Family of Restaurants, LLC	037181	1931 Southern Loop Ste F		Shreveport	LA	71106	318/532-6240
Arnold Family of Restaurants, LLC	039619	733 Shreveport-Barksdale Hwy		Shreveport	LA	71105	318/861-2901
JJB Pizza, LLC	034281	2020 Hwy 190 West	Suite 102	Slidell	LA	70460	985/646-0622
JJB Pizza, LLC	034282	600 Robert Blvd		Slidell	LA	70458	985/641-3484
JJB Pizza, LLC	034283	4023 Pontchartrain Drive		Slidell	LA	70458	985/643-7055
JJB Pizza, LLC	034290	31545 Highway 22		Springfield	LA	70462	225/294-3005
Arnold Family of Restaurants, LLC	033816	706 S. Arkansas St.		Springhill	LA	71075	318/539-3597
Arnold Family of Restaurants, LLC	033823	107 Stonecreek Dr.	Suite 1	Stonewall	LA	71078	318/925-2479
Hut Mobile LLC	041120	2929 Ruth St Ste # 3		Sulphur	LA	70665	337/528-2888
ADT Louisiana LLC	040000	166 Oak Tree Plaza, Suite C		Sunset	LA	70584	337/308-7330

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AHA Huts LLC	034329	124 Rienzi Drive		Thibodaux	LA	70301	985/446-4004
Hut Little Rock LLC	037978	1913 Carter St		Vidalia	LA	71373	318/336-9613
ADT Louisiana LLC	035498	929 East Lasalle St.		Ville Platte	LA	70586	337/363-0965
Arnold Family of Restaurants, LLC	033814	921 S Pine St		Vivian	LA	71082	318/375-3911
JJB Pizza 2, LLC	037501	28050 Walker Rd South	Suite E	Walker	LA	70785	225/664-0318
Hut Little Rock LLC	041129	3426 Cypress St Ste 3		West Monroe	LA	71291	318/323-8359
Hut Mobile LLC	038212	1620 Sampson St		Westlake	LA	70669	337/419-0196
Horizon River Restaurants LLC	029294	1088 Westbank Expy.		Westwego	LA	70094	504/328-4005
Hut Little Rock LLC	037947	908 W Court St		Winnfield	LA	71483	318/628-4137
Hut Little Rock LLC	037945	4298 Front St		Winnsboro	LA	71295	318/435-9755
ADT Louisiana LLC	035495	508 Lafayette St., Suite A		Youngsville	LA	70592	337/856-0096
JJB Pizza 2, LLC	037502	4347 High Street	Suite 106	Zachary	LA	70791	225/658-2946
Ambros Foods, LLC	037220	7 Sycamore St.		Everett	MA	02149	781/321-3335
Tasty Hut Northeast LLC	040591	155 Hope Street		Fall River	MA	02721	508/567-5673
Ambros Foods, LLC	037221	131 Church St		Lowell	MA	01850	978/454-9201
Ambros Foods, LLC	037222	39 State St		Lynn	MA	01901	781/592-0066
Ambros Foods, LLC	037219	216 Haverhill St		Methuen	MA	01844	978/681-8993
Tasty Hut Northeast LLC	039679	660 Merrill Rd		Pittsfield	MA	01202	413/499-9891
Ambros Foods, LLC	037230	5a Everett St		Revere	MA	02151	781/325-8537
Tasty Hut Northeast LLC	039676	1048 Riverdale St		West Springfield	MA	01089	413/733-4098
Tasty Hut Northeast LLC	040589	349 Grafton St		Worcester	MA	01604	508/755-5840
Quality Huts Mid Atlantic LLC	035021	8641 Belair Rd		Baltimore	MD	21236	410/256-4388
Quality Huts Mid Atlantic LLC	035040	2303 Rolling Road		Baltimore	MD	21244	410/265-7766
Quality Huts Mid Atlantic LLC	035047	6663 Belair Rd		Baltimore	MD	21206	410/254-1222
Quality Huts Mid Atlantic LLC	040294	1388 Taylor Ave		Baltimore	MD	21234	667/688-2322
Quality Huts Mid Atlantic LLC	040913	5417 Reisterstown Rd		Baltimore	MD	21215	667/262-1022
Quality Huts Mid Atlantic LLC	040980	1519-21 Havenwood Rd		Baltimore	MD	21218	667/262-1083
Quality Huts Mid Atlantic LLC	035052	1216 Churchville Rd		Bel Air	MD	21014	410/420-2200
Quality Huts Mid Atlantic LLC	035055	1410 Handlir Drive		Bel Air	MD	21015	410/297-8682
Chaac Pizza Northeast, LLC	039133	1322 Crain Highway, Ste B		Bowie	MD	20716	240/539-3051
Chaac Pizza Northeast, LLC	040145	15480 Annapolis Rd Ste 210		Bowie	MD	20715	240/245-1102
Chaac Pizza Northeast, LLC	041317	15805 Robert Crain Hwy, Unit F		Brandywine	MD	20613	301/242-5001
Quality Huts Mid Atlantic LLC	035046	5000 Ritchie Hwy		Brooklyn	MD	21225	410/789-2112
Quality Huts Mid Atlantic LLC	035043	6415 Fredrick Road		Catonsville	MD	21228	410/744-9380
Chaac Pizza Northeast, LLC	038998	7710 Old Branch Ave		Clinton	MD	20735	301/778-2030
Chaac Pizza Northeast, LLC	036868	9015 Baltimore Ave		College Park	MD	20740	301/345-2244
Quality Huts Mid Atlantic LLC	035048	7106 Minstrel Way, Unit 6		Columbia	MD	21045	410/381-8171
Hut East Coast LLC	041808	37 Denton Plaza		Denton	MD	21629	443/698-1125
Quality Huts Mid Atlantic LLC	040794	1549 Merritt Blvd		Dundalk	MD	21222	443/376-6103
Hut East Coast LLC	041997	28510 Marlboro Avenue, Ste A		Easton	MD	21601	667/276-4820
Quality Huts Mid Atlantic LLC	035054	3222 Solomon's Island Rd.		Edgewater	MD	21037	410/956-4751
Quality Huts Mid Atlantic LLC	035044	1009 Edgewood Rd		Edgewood	MD	21040	410/671-0006
Quality Huts Mid Atlantic LLC	037211	1330 Liberty Rd, Ste J		Eldersburg	MD	21784	410/795-0404
Quality Huts Mid Atlantic LLC	035038	7260 Montgomery Rd		Elkridge	MD	21075	410/796-4487
Quality Huts Mid Atlantic LLC	035030	350 E Pulaski Hwy		Elkton	MD	21921	410/398-5077
Quality Huts Mid Atlantic LLC	036755	9525 Baltimore National Pike		Ellicott City	MD	21042	410/461-7717
Chaac Pizza Northeast, LLC	036858	210 S. Seton Ave		Emmitsburg	MD	21727	301/447-6672
Quality Huts Mid Atlantic LLC	035035	5 Newport Dr		Forest Hill	MD	21050	410/638-0505
Chaac Pizza Northeast, LLC	038981	3310 Walters Ln		Forestville	MD	20747	240/619-1002
Chaac Pizza Northeast, LLC	040012	948 Swan Creek Rd E		Fort Washington	MD	20744	301/965-7002
Chaac Pizza Northeast, LLC	036860	1830 Rosemont Ave.		Frederick	MD	21702	301/694-8888
Chaac Pizza Northeast, LLC	036866	425 South Jefferson St.		Frederick	MD	21704	301/662-1700
Chaac Pizza Northeast, LLC	036867	18509 Woodfield		Gaithersburg	MD	20879	301/990-7505

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Chaac Pizza Northeast, LLC	036882	9130 Rothbury Dr		Gaithersburg	MD	20886	301/869-3100
Chaac Pizza Northeast, LLC	036883	299 Muddy Branch Rd		Gaithersburg	MD	20878	301/990-0202
Quality Huts Mid Atlantic LLC	035060	2299 Johns Hopkins Road		Gambrills	MD	21054	410/721-4141
Chaac Pizza Northeast, LLC	036879	19733 N. Frederick Rd.		Germantown	MD	20876	301/972-0300
Chaac Pizza Northeast, LLC	040013	18070 Mateny Road		Germantown	MD	20874	240/597-0070
Quality Huts Mid Atlantic LLC	035050	7800 Parke West Dr		Glen Burnie	MD	21061	410/590-2662
Quality Huts Mid Atlantic LLC	036756	6653 Governor Ritchie Hwy #22A		Glen Burnie	MD	21060	410/761-5646
Chaac Pizza Northeast, LLC	036857	1396 Dual Hwy		Hagerstown	MD	21740	301/739-2100
Chaac Pizza Northeast, LLC	036875	1085 Maryland Ave		Hagerstown	MD	21740	301/791-1600
Chaac Pizza Northeast, LLC	036856	224 W. Main		Hancock	MD	21750	301/678-7226
Quality Huts Mid Atlantic LLC	035020	600 Ohio St		Havre De Grace	MD	21078	410/939-0077
Chaac Pizza Northeast, LLC	036863	6422 Sargent Rd		Hyattsville	MD	20782	301/853-2244
Chaac Pizza Northeast, LLC	036901	210 Rosewick Rd., Suite 210		La Plata	MD	20646	301/934-2383
Chaac Pizza Northeast, LLC	036880	6747 Annapolis Rd		Landover	MD	20784	301/386-3366
Chaac Pizza Northeast, LLC	036855	9119 Annapolis Rd		Lanham	MD	20706	301/577-5383
Quality Huts Mid Atlantic LLC	035032	9155 Maier Rd		Laurel	MD	20723	301/725-0747
Chaac Pizza Northeast, LLC	036887	13929 Baltimore Ave		Laurel	MD	20707	301/498-8488
Chaac Pizza Northeast, LLC	036874	21600 Great Mills Rd		Lexington Park	MD	20653	301/863-8174
Chaac Pizza Northeast, LLC	036865	178 Village Center Drive		Lusby	MD	20657	410/326-3221
Quality Huts Mid Atlantic LLC	035022	2004 Eastern Blvd		Middle River	MD	21220	410/391-4555
Chaac Pizza Northeast, LLC	036881	12200 Central Ave		Mitchellville	MD	20721	301/218-8297
Quality Huts Mid Atlantic LLC	035057	3135 Joseph Biggs Highway		North East	MD	21901	410/287-8387
Sugar Creek Pizza, L.L.C.	027292	6 S 3rd St		Oakland	MD	21550	301/334-4234
Quality Huts Mid Atlantic LLC	035056	1107 Odenton Rd.		Odenton	MD	21113	410/674-2640
Chaac Pizza Northeast, LLC	036872	6293 Oxon Hill Rd		Oxon Hill	MD	20745	301/567-7100
Quality Huts Mid Atlantic LLC	035036	3110 Mountain Rd		Pasadena	MD	21122	410/255-2500
Quality Huts Mid Atlantic LLC	035058	8149C Ritchie Highway		Pasadena	MD	21122	410/647-1701
Quality Huts Mid Atlantic LLC	035059	1210 Reisterstown Road		Pikesville	MD	21208	410/602-0077
Quality Huts Mid Atlantic LLC	035041	10 W Chestnut Hill Ln		Reisterstown	MD	21136	410/833-7196
Chaac Pizza Northeast, LLC	036886	5058 Nicholson Ln Ste A		Rockville	MD	20852	301/984-6100
Chaac Pizza Northeast, LLC	040628	842 Rockville Pike Ste B		Rockville	MD	20852	301/637-1011
Quality Huts Mid Atlantic LLC	035023	9504 E Philadelphia Rd		Rosedale	MD	21237	410/687-2722
Hut East Coast LLC	040648	830 E Main St		Salisbury	MD	21804	410/749-8306
Hut East Coast LLC	041264	1306 S Salisbury, Ste 172		Salisbury	MD	21801	443/365-2539
Quality Huts Mid Atlantic LLC	035028	2614 Annapolis Rd		Severn	MD	21144	410/551-2334
Chaac Pizza Northeast, LLC	036862	9200 New Hampshire Ave		Silver Spring	MD	20903	301/445-5700
Chaac Pizza Northeast, LLC	036884	13623 Georgia Ave Ste N		Silver Spring	MD	20906	301/933-3399
Chaac Pizza Northeast, LLC	036885	13318 New Hampshire Ave		Silver Spring	MD	20904	301/236-9100
Chaac Pizza Northeast, LLC	036905	12335-A Georgia Ave		Silver Spring	MD	20906	301/933-1205
Chaac Pizza Northeast, LLC	039707	10100 Colesville Rd		Silver Spring	MD	20901	301/920-5000
Chaac Pizza Northeast, LLC	041757	13884 Old Columbia Pike		Silver Spring	MD	20904	301/388-7601
Quality Huts Mid Atlantic LLC	035037	4341 Old Taneytown Rd		Taneytown	MD	21787	410/756-1100
Chaac Pizza Northeast, LLC	036892	2336 Iverson St.		Temple Hills	MD	20748	301/316-1769
Quality Huts Mid Atlantic LLC	039029	1948 York Rd		Timonium	MD	21093	410/823-7501
Chaac Pizza Northeast, LLC	040598	7607 Crain Hwy # B160		Upper Marlboro	MD	20772	240/689-4686
Chaac Pizza Northeast, LLC	036888	3220 Crain Hwy		Waldorf	MD	20603	301/645-5333
Chaac Pizza Northeast, LLC	036861	24 E. Frederick		Walkersville	MD	21793	301/898-3900
Quality Huts Mid Atlantic LLC	035053	11 S. Cranberry Rd.		Westminster	MD	21157	410/386-0555
American Dream Restaurants, LLC	040558	215 Western Ave		Augusta	ME	04330	207/622-4095
American Dream Restaurants, LLC	040555	611 Broadway	Broadway Shopping Center, Loc 19	Bangor	ME	04401	207/947-5858
American Dream Restaurants, LLC	040540	211 High St		Ellsworth	ME	04605	207/667-3335

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American Dream Restaurants, LLC	040551	564 Wilton Rd		Farmington	ME	04938	207/778-2400
American Dream Restaurants, LLC	040541	136 North St		Houlton	ME	04730	207/532-9002
American Dream Restaurants, LLC	040556	875 Sabattus St		Lewiston	ME	04240	207/777-7111
American Dream Restaurants, LLC	040557	18 Main Street		Newport	ME	04953	207/368-5222
American Dream Restaurants, LLC	040553	1623 Main St		Oxford	ME	04270	207/743-5800
American Dream Restaurants, LLC	040542	814 North Main St		Presque Isle	ME	04769	207/762-8651
American Dream Restaurants, LLC	040548	190 Camden St		Rockland	ME	04841	207/594-7330
American Dream Restaurants, LLC	040545	1364 Main St		Sanford	ME	04073	207/324-2012
American Dream Restaurants, LLC	040550	318 Madison Ave		Skowhegan	ME	04976	207/474-0050
American Dream Restaurants, LLC	040554	440 Kennedy Memorial Dr.	Washington St. Extension	Waterville	ME	04901	207/873-5000
American Dream Restaurants, LLC	041059	11 Main St, Ste 3		Westbrook	ME	04092	207/854-2400
JRP Restaurant Group, Inc.	032284	1515 E US Hwy 223	Unit 2	Adrian	MI	49221	517/265-1300
Trigo Pizza Company, Inc.	014021	1435 N Eaton St		Albion	MI	49224	517/629-2137
Michigan Pizza Hut, Inc.	008008	107 Locust St		Allegan	MI	49010	269/673-5555
Northfield Restaurant Corp.	007862	2131 Us 23 So.		Alpena	MI	49707	989/356-6655
Mackinaw Food Services Corporation	007749	790 N Van Dyke		Bad Axe	MI	48413	989/269-2291
Trigo Pizza Company, Inc.	014020	1449 Michigan Ave W		Battle Creek	MI	49037	269/965-3700
Trigo Pizza Company, Inc.	014033	20 E. Columbia Ave		Battle Creek	MI	49015	269/966-8900
Trigo Pizza Company, Inc.	014036	724 Capital Ave NE		Battle Creek	MI	49017	269/962-2999
SFR X Holdings, LLC	040976	914 N. Euclid Ave.		Bay City	MI	48706	989/778-1010
Ambros Foods, LLC	037227	2160 Rawsonville Rd		Belleville	MI	48111	734/483-8800
Michigan Pizza Hut, Inc.	014613	1940 M 139		Benton Harbor	MI	49022	269/925-2300
Michigan Pizza Hut, Inc.	009931	624 Saint Joseph Ave		Berrien Springs	MI	49103	269/471-2000
Michigan Pizza Hut, Inc.	006806	14371 Northland		Big Rapids	MI	49307	231/796-8700
Michigan Pizza Hut, Inc.	014642	9728 Red Arrow Hwy.		Bridgman	MI	49106	269/465-6900
Michigan Pizza Hut, Inc.	008194	817 E Front St		Buchanan	MI	49107	269/695-2400
Northfield Restaurant Corp.	014355	8781 E 34 Rd		Cadillac	MI	49601	231/775-6515
Trigo Pizza Company, Inc.	024241	6450 100th St. SE	Suite A	Caledonia	MI	49316	616/891-8920
Ambros Foods, LLC	037239	44285 Ford Rd		Canton	MI	48187	734/981-0055
Mackinaw Food Services Corporation	007355	815 S State St		Caro	MI	48723	989/673-4548
Mackinaw Food Services Corporation	007464	1303 Bridge St		Charlevoix	MI	49720	231/547-5321
Michigan Pizza Hut, Inc.	008659	325 Lansing		Charlotte	MI	48813	517/543-7878
Mackinaw Food Services Corporation	007764	1102 S Main		Cheboygan	MI	49721	231/627-6641
Ambros Foods, LLC	038988	15630 Hall Road, Ste A-4		Clinton Township	MI	48038	586/464-3638
Michigan Pizza Hut, Inc.	006358	366 E Chicago St		Coldwater	MI	49036	517/278-5888
Michigan Pizza Hut, Inc.	008128	4600 Paw Paw Lake Rd.		Coloma	MI	49038	269/468-6600
Ambros Foods, LLC	040772	1717 Haggerty Hwy		Commerce Township	MI	48390	248/560-0060
Ambros Foods, LLC	037225	2941 S Telegraph Rd		Dearborn	MI	48124	313/562-0549
Michigan Pizza Hut, Inc.	006317	55215 M 51 N		Dowagiac	MI	49047	269/782-9888
SFR X Holdings, LLC	040977	3320 E Lake Lansing Rd		East Lansing	MI	48823	517/253-7100
Michigan Pizza Hut, Inc.	008653	415 N Lincoln Rd		Escanaba	MI	49829	906/789-1100
Ambros Foods, LLC	037234	23137 Woodward Ave.		Ferndale	MI	48220	248/548-4906
SFR X Holdings, LLC	042190	6278 West Pierson Road		Flushing	MI	48433	810/605-9009
Mackinaw Food Services Corporation	007456	330 W Main St		Fremont	MI	49412	231/924-0376
Mackinaw Food Services Corporation	041926	1251 W Main Street, Suite 4		Gaylord	MI	49735	989/217-4435
Michigan Pizza Service Company, Inc.	007298	691 E Cedar Ave		Gladwin	MI	48624	989/426-9091
Ambros Foods, LLC	041414	12793 S Saginaw St		Grand Blanc	MI	48439	810/584-6003
Michigan Pizza Hut, Inc.	006077	17222 Robbins Rd		Grand Haven	MI	49417	616/842-9200
Michigan Pizza Hut, Inc.	008879	600 E Saginaw Hwy		Grand Ledge	MI	48837	517/627-1188
Trigo Pizza Company, Inc.	014037	3401 Plainfield Ave NE		Grand Rapids	MI	49525	616/364-6500
Trigo Pizza Company, Inc.	014095	6670 Kalamazoo SE Ste G		Grand Rapids	MI	49508	616/698-9966

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Trigo Pizza Company, Inc.	026660	1433 Wealthy Street		Grand Rapids	MI	49506	616/454-4080
Mackinaw Food Services Corporation	014694	2319 S I-75 Business Loop		Grayling	MI	49738	989/348-5565
Michigan Pizza Hut, Inc.	008662	815 N Lafayette St		Greenville	MI	48838	616/754-8000
Trigo Pizza Company, Inc.	014016	437 W State St		Hastings	MI	49058	269/945-9655
Michigan Pizza Hut, Inc.	006535	508 W Carleton Rd		Hillsdale	MI	49242	517/437-4000
Michigan Pizza Hut, Inc.	007176	294 N River Ave		Holland	MI	49424	616/392-2565
Michigan Pizza Hut, Inc.	034337	1036 South Washington, Suite 10		Holland	MI	49423	616/392-6404
Northfield Restaurant Corp.	008419	1001 W Memorial Rd		Houghton	MI	49931	906/482-0978
Michigan Pizza Hut, Inc.	010465	6450 28th Ave., #G	Georgetown Shopping Center	Hudsonville	MI	49426	616/662-0100
Trigo Pizza Company, Inc.	014018	347 Dexter St. N		Ionia	MI	48846	616/527-9490
Northfield Restaurant Corp.	008379	1600 Stephenson Ave.		Iron Mountain	MI	49801	906/774-7752
Michigan Pizza Hut, Inc.	008996	606 Palms Ave		Ishpeming	MI	49849	906/485-5535
Trigo Pizza Company, Inc.	014035	311 W. Prospect Street		Jackson	MI	49203	517/788-7600
Trigo Pizza Company, Inc.	024439	1275 Boardman Road		Jackson	MI	49202	517/544-8000
Trigo Pizza Company, Inc.	014031	4438 S. Westnedge Ave.		Kalamazoo	MI	49008	269/349-3383
Trigo Pizza Company, Inc.	023103	6840 W. Main Street.		Kalamazoo	MI	49009	269/929-9090
Trigo Pizza Company, Inc.	026012	5625 Gull Road		Kalamazoo	MI	49048	269/385-1818
Trigo Pizza Company, Inc.	032585	1930 West Main St		Kalamazoo	MI	49006	269/385-0101
Trigo Pizza Company, Inc.	038743	3128 28th St SE, Ste 1		Kentwood	MI	49512	616/942-9944
JRP Restaurant Group, Inc.	032283	3366 W Sterns Road	Suite 3	Lambertville	MI	48144	734/854-2128
Ambros Foods, LLC	037232	29483 Plymouth Rd.		Livonia	MI	48150	734/744-8070
Ambros Foods, LLC	041085	33491 7 Mile Rd		Livonia	MI	48152	734/335-2002
Michigan Pizza Hut, Inc.	006571	5953 W Us Highway 10		Ludington	MI	49431	231/843-2542
Ambros Foods, LLC	037233	56 E. Fourteen Mile Rd.		Madison Heights	MI	48071	248/585-6101
Michigan Pizza Hut, Inc.	007451	1526 Hwy 31		Manistee	MI	49660	231/723-3200
JRP Restaurant Group, Inc.	035170	1100 Michigan Ave		Marysville	MI	48040	810/364-2544
Michigan Pizza Hut, Inc.	028572	56280 City Center Circle		Mattawan	MI	49071	269/668-0068
SFR X Holdings, LLC	040975	1516 N Saginaw		Midland	MI	48640	989/839-9935
JRP Restaurant Group, Inc.	032285	551 N Telegraph Rd		Monroe	MI	48162	734/242-8440
SFR X Holdings, LLC	041662	2016 South Mission Street		Mount Pleasant	MI	48858	989/572-0311
Michigan Pizza Hut, Inc.	005868	4318 Grand Haven Rd.		Muskegon	MI	49441	231/798-4511
Michigan Pizza Hut, Inc.	006296	1480 E Apple Ave		Muskegon	MI	49442	231/777-2713
Michigan Pizza Hut, Inc.	010918	13918 State Highway28		Newberry	MI	49868	906/293-3273
Michigan Pizza Hut, Inc.	005819	1275 S 11th St.		Niles	MI	49120	269/683-1300
Michigan Pizza Hut, Inc.	009413	1315 Whitehall Rd.		North Muskegon	MI	49445	231/744-4861
Ambros Foods, LLC	037235	43443 Grand river Ave	Ste 220	Novi	MI	48375	248/348-4600
Michigan Pizza Hut, Inc.	008402	851 S Kalamazoo St		Paw Paw	MI	49079	269/657-6000
Michigan Pizza Hut, Inc.	006801	1224 W. M 89		Plainwell	MI	49080	269/685-2400
Trigo Pizza Company, Inc.	014032	2042 W Centre Ave		Portage	MI	49024	269/329-6969
Ambros Foods, LLC	040787	2945 Walton Blvd		Rochester Hills	MI	48309	248/402-0020
Trigo Pizza Company, Inc.	026429	2745 10 Mile Rd NE, Suite L		Rockford	MI	49341	616/863-3311
Michigan Pizza Hut, Inc.	034703	2747 Henry St		Roosevelt Park	MI	49441	231/733-4444
Ambros Foods, LLC	037224	25240 Gratiot Ave.		Roseville	MI	48066	586/445-1700
Ambros Foods, LLC	037236	32911 Gratiot Ave		Roseville	MI	48066	586/294-5440
SFR X Holdings, LLC	042166	5775 South State Street		Saginaw	MI	48603	989/399-8325
JRP Restaurant Group, Inc.	033486	1199 Carney Drive		Saint Clair	MI	48079	810/326-4043
Michigan Pizza Hut, Inc.	014610	2049 Niles Rd		Saint Joseph	MI	49085	269/983-7600
Michigan Pizza Service Company, Inc.	007308	412 W Sanilac Rd		Sandusky	MI	48471	810/648-4555
Michigan Pizza Hut, Inc.	010916	2255 Ashmun St		Sault Sainte Marie	MI	49783	906/632-7800
Trigo Pizza Company, Inc.	028385	531 N. Grand St.		Schoolcraft	MI	49087	269/679-2227
Michigan Pizza Hut, Inc.	008009	880 Lagrange St		South Haven	MI	49090	269/637-1200

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Ambros Foods, LLC	037229	24750 Telegraph Rd.		Southfield	MI	48033	248/354-3800
Michigan Pizza Hut, Inc.	007748	2662 W John Beers Rd		Stevensville	MI	49127	269/429-3900
Michigan Pizza Hut, Inc.	006076	519 S Centerville Rd		Sturgis	MI	49091	269/651-1444
Ambros Foods, LLC	037240	10165 Telegraph Rd		Taylor	MI	48180	313/771-9719
Michigan Pizza Hut, Inc.	006566	401 W Michigan Ave		Three Rivers	MI	49093	269/273-3035
Northfield Restaurant Corp.	007941	3050 US 31		Traverse City	MI	49684	231/947-2022
Trigo Pizza Company, Inc.	027532	4400 Lake Michigan Dr. NW		Walker	MI	49534	616/453-2777
Trigo Pizza Company, Inc.	034955	2200 Alpine Ave NW		Walker	MI	49544	616/784-7333
Ambros Foods, LLC	037223	31315 Van Dyke Ave		Warren	MI	48093	586/979-0405
Ambros Foods, LLC	037238	4297 Highland Rd.		Waterford	MI	48328	248/673-1257
Ambros Foods, LLC	038993	35545 W Michigan Avenue		Wayne	MI	48184	734/722-3900
Michigan Pizza Hut, Inc.	008127	811 E Colby St		Whitehall	MI	49461	231/894-9004
Ambros Foods, LLC	037237	23110 Allen Rd		Woodhaven	MI	48183	734/676-4433
Ambros Foods, LLC	039573	1241 Fort St		Wyandotte	MI	48192	734/759-0065
Trigo Pizza Company, Inc.	014022	700 44th St SW		Wyoming	MI	49509	616/532-3366
Trigo Pizza Company, Inc.	014025	132 28th St SW		Wyoming	MI	49548	616/452-9633
Trigo Pizza Company, Inc.	028233	5783 Byron Center Ave. SW, Suite G		Wyoming	MI	49519	616/530-7777
Trigo Pizza Company, Inc.	040123	3641 Byron Center Ave SW		Wyoming	MI	49519	616/249-9499
Michigan Pizza Hut, Inc.	008381	237 E Main Ave		Zeeland	MI	49464	616/772-7000
Comes Investments, Inc.	039135	307 N Nokomis St		Alexandria	MN	56308	320/298-1976
Comes Investments, Inc.	035078	728 38th Ave		Anoka	MN	55303	763/323-0693
Ayvaz Pizza, LLC	039358	14844 Granada Drive		Apple Valley	MN	55124	952/431-3340
Ayvaz Pizza, LLC	039437	1004 18th Ave. NW		Austin	MN	55912	507/434-0333
Ayvaz Pizza, LLC	039339	8330 Highway 210 W		Baxter	MN	56425	218/828-1424
Ayvaz Pizza, LLC	039340	509 Paul Bunyan Dr NW		Bemidji	MN	56601	218/751-1601
Comes Investments, Inc.	041041	1351 113th Ave NE		Blaine	MN	55434	651/583-8148
Ayvaz Pizza, LLC	039348	7844 Portland Ave		Bloomington	MN	55420	952/884-2822
Ayvaz Pizza, LLC	039360	3701 W Old Shakopee Rd Ste 200		Bloomington	MN	55431	952/881-1222
Comes Investments, Inc.	036312	1511 Domes Dr		Blue Earth	MN	56013	507/526-4646
Ayvaz Pizza, LLC	039346	5806 Xerxes Ave N		Brooklyn Center	MN	55430	763/561-6161
Ayvaz Pizza, LLC	039353	2012 County Road 42 W		Burnsville	MN	55337	952/892-7676
P.H. North, Inc.	010021	200 2nd Ave NE		Cambridge	MN	55008	763/689-2000
Ayvaz Pizza, LLC	039367	11456 Jefferson Ct.		Champlin	MN	55316	763/421-1112
Ayvaz Pizza, LLC	039336	701 Highway 33 S		Cloquet	MN	55720	218/879-1554
Ayvaz Pizza, LLC	039449	5220 Central Ave NE # 220		Columbia Heights	MN	55421	763/781-4000
Ayvaz Pizza, LLC	039354	6990 80th St S, Ste 150		Cottage Grove	MN	55016	651/458-3000
Ayvaz Pizza, LLC	039370	405 Babcock Blvd.	W Floor: Suite 110	Delano	MN	55328	763/972-2925
Hut Dakotas LLC	037994	832 Washington Ave.		Detroit Lakes	MN	56501	218/847-1336
Ayvaz Pizza, LLC	039441	5501 Grand Ave		Duluth	MN	55807	218/624-7000
Ayvaz Pizza, LLC	039446	902 Woodland Ave		Duluth	MN	55812	218/724-8875
Ayvaz Pizza, LLC	039467	101 E Central Entrance		Duluth	MN	55811	218/722-8426
Ayvaz Pizza, LLC	039363	2135 Cliff Road		Eagan	MN	55122	651/289-3672
Ayvaz Pizza, LLC	039349	16380 Wagner Way		Eden Prairie	MN	55344	952/934-4900
Ayvaz Pizza, LLC	039361	6805 B York Ave So		Edina	MN	55435	952/893-9000
Ayvaz Pizza, LLC	039371	2901 Lavender Parkway		Faribault	MN	55021	507/334-8998
Ayvaz Pizza, LLC	039366	19645 Pilot Knob		Farmington	MN	55024	651/460-8880
Comes Investments, Inc.	035077	956 Lake St S		Forest Lake	MN	55025	651/464-7383
Ayvaz Pizza, LLC	039442	3150 S. Hwy. 169, #101		Grand Rapids	MN	55744	218/326-1214
Ayvaz Pizza, LLC	039341	1330 S Frontage Rd		Hastings	MN	55033	651/437-5577
Ayvaz Pizza, LLC	039345	7 10th Ave S		Hopkins	MN	55343	952/933-2404
Comes Investments, Inc.	037817	1310 Highway 15 S, #102		Hutchinson	MN	55350	320/587-7634
Ayvaz Pizza, LLC	039364	1322 Mendota Road East		Inver Grove Heights	MN	55077	651/457-1855

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Legal Entity	Store ID	Address	Adress 2	City	State	Postal	Business Phone
Ayvaz Pizza, LLC	039464	17305 Kenrick Avenue		Lakeville	MN	55044	952/892-6935
Comes Investments, Inc.	036311	604 E Highway 12		Litchfield	MN	55355	320/693-7225
Ayvaz Pizza, LLC	039356	930 N Riverfront Dr		Mankato	MN	56001	507/388-2973
Ayvaz Pizza, LLC	039459	6342 Vinewood Ln		Maple Grove	MN	55311	763/253-2010
Ayvaz Pizza, LLC	039351	2015 Woodlyn Ave., A		Maplewood	MN	55109	651/770-3070
Ayvaz Pizza, LLC	039352	1685 White Bear Ave N		Maplewood	MN	55109	651/770-1117
Comes Investments, Inc.	037818	201 E College Dr., Suite D		Marshall	MN	56258	507/401-5128
Ayvaz Pizza, LLC	039347	4800 Chicago Ave		Minneapolis	MN	55417	612/825-9820
Ayvaz Pizza, LLC	039355	2313 Hennepin Ave		Minneapolis	MN	55405	612/374-4000
Ayvaz Pizza, LLC	039440	1101 Hennepin Ave		Minneapolis	MN	55403	612/800-0088
Hut Dakotas LLC	037995	102 S. 7th St.		Moorhead	MN	56560	218/233-6400
P.H. North, Inc.	010283	360 South Hwy 65		Mora	MN	55051	320/679-1234
Comes Investments, Inc.	037819	1001 Columbia Ave.		Morris	MN	56267	320/589-4084
Ayvaz Pizza, LLC	039369	1500 Clinton Lane	Suite 100	Northfield	MN	55057	507/663-6033
Comes Investments, Inc.	033514	105 S. Oak Avenue		Owatonna	MN	55060	507/451-3336
Comes Investments, Inc.	036313	109 E First		Park Rapids	MN	56470	218/732-0247
P.H. North, Inc.	010124	1005 Hillside Ave SW		Pine City	MN	55063	320/629-2525
Ayvaz Pizza, LLC	039359	187 Cheshire Lane #200		Plymouth	MN	55441	763/253-0338
P.H. North, Inc.	010016	807 S. Rum River Drive		Princeton	MN	55371	763/389-3600
Ayvaz Pizza, LLC	039368	6880 Boudin St. NE		Prior Lake	MN	55372	952/440-8888
Ayvaz Pizza, LLC	039342	2001 W Highway 52		Rochester	MN	55901	507/287-6396
Ayvaz Pizza, LLC	039357	840 S Broadway		Rochester	MN	55904	507/285-5000
Ayvaz Pizza, LLC	039365	15090 Claret Avenue		Rosemount	MN	55068	651/423-5161
Ayvaz Pizza, LLC	039439	305 5th Ave. South, Suite 190		Saint Cloud	MN	56301	320/255-5500
Comes Investments, Inc.	036315	1316 Hickman Ct.		Saint James	MN	56081	507/375-7199
Ayvaz Pizza, LLC	039372	7117 Cedar Lake Road		Saint Louis Park	MN	55426	952/925-3929
Comes Investments, Inc.	041967	400 Central Avenue East		Saint Michael	MN	55313	763/497-1189
Ayvaz Pizza, LLC	039362	1544 Larpenteur Ave. W.		Saint Paul	MN	55108	651/251-6550
Ayvaz Pizza, LLC	041084	610 Snelling Ave S, Ste 610		Saint Paul	MN	55116	612/488-5363
Ayvaz Pizza, LLC	039343	257 Marschall Rd S		Shakopee	MN	55379	952/445-7888
Ayvaz Pizza, LLC	039344	8156 Highway 65 NE		Spring Lake Park	MN	55432	763/785-0085
Kuznia Peralta Inc.	033764	1809 Hwy 59 S		Thief River Falls	MN	56701	218/681-1306
Ayvaz Pizza, LLC	039337	1504 13th Street South	Thunderbird Mall	Virginia	MN	55792	218/749-4111
Comes Investments, Inc.	036314	749 Jefferson St N		Wadena	MN	56482	218/631-3927
Eagle Bluff Pizza Partners, LLC	034159	1630 W Service Dr		Winona	MN	55987	507/454-5193
Ayvaz Pizza, LLC	039460	1653 Weir Drive		Woodbury	MN	55125	651/735-5585
Hut Missouri LLC	038359	9245 Gravois Rd		Affton	MO	63123	314/638-4444
Hut Missouri LLC	038356	1926 Richardson Rd		Arnold	MO	63010	636/467-5909
Atherton Restaurant Systems, Inc.	007091	2028 S Elliott		Aurora	MO	65605	417/678-5185
Hut Missouri LLC	038377	15425 Manchester Rd., Ste. 32		Ballwin	MO	63011	636/527-4526
Hut Missouri LLC	038374	213 Cedar St.		Belton	MO	64012	816/322-3437
Summit Pizza, Inc.	014464	303 S 25th St		Bethany	MO	64424	660/425-2271
Hut Missouri LLC	038347	1626 South Highway 7		Blue Springs	MO	64014	816/229-9816
Hut Missouri LLC	038349	1901 North Highway 7, unit A		Blue Springs	MO	64014	816/228-1900
Hut Missouri LLC	038376	1114 NW Woods Chapel Rd		Blue Springs	MO	64015	816/228-2029
Hut Missouri LLC	038327	1988 S Springfield Ave		Bolivar	MO	65613	417/326-5505
Summit Fare, L.L.C.	032462	103 Boone Village Dr		Boonville	MO	65233	660/882-5354
Summit Fare, L.L.C.	028736	4 Town Center Drive, Suite A		Bowling Green	MO	63334	573/324-5075
Summit Fare, L.L.C.	026099	1050 Branson Hills Parkway		Branson	MO	65616	417/332-2222
Summit Fare, L.L.C.	026712	3000 Green Mountain Dr., Suite 100		Branson	MO	65616	417/239-1111
Atherton Restaurant Systems, Inc.	008022	10922 State Hwy. 76		Branson West	MO	65737	417/272-8425
Hut Missouri LLC	038358	9740 Saint Charles Rock Rd		Breckenridge Hills	MO	63114	314/423-2225

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Hut Missouri LLC	040647	12238 Saint Charles Rock Rd		Bridgeton	MO	63044	314/739-8864
Summit Pizza, Inc.	014463	320 W Lockling St		Brookfield	MO	64628	660/258-7477
Summit Pizza, Inc.	012108	1105 W Fort Scott		Butler	MO	64730	660/679-6521
GMRG ACQ 1, LLC	034263	1003 W Buchanan St		California	MO	65018	573/796-3555
Summit Pizza, Inc.	009917	1143 E US Highway 54		Camdenton	MO	65020	573/346-2887
Summit Pizza, Inc.	014457	604 N Walnut St		Cameron	MO	64429	816/632-6581
Summit Pizza, Inc.	042083	2118 William Street		Cape Girardeau	MO	63703	573/334-3798
Summit Pizza, Inc.	022634	1406 N 65 Hwy		Carrollton	MO	64633	660/542-0807
Hut Missouri LLC	038318	2008 South Garrison Ave		Carthage	MO	64836	417/358-8885
Atherton Restaurant Systems, Inc.	014616	34 Main St		Cassville	MO	65625	417/847-5503
GMRG ACQ 1, LLC	034257	600 E Highway 22		Centralia	MO	65240	573/682-5541
Heartland Food Management, LLC	024821	#2 Charleston Plaza		Charleston	MO	63834	573/683-6081
Hut Missouri LLC	038362	126 4 Seasons Shopping Ctr		Chesterfield	MO	63017	314/576-1717
Summit Pizza, Inc.	014460	340 S Washington		Chillicothe	MO	64601	660/646-3500
Hut Missouri LLC	038383	400 NE 69 Hwy		Claycomo	MO	64119	816/452-6723
Summit Pizza, Inc.	012110	1501 N 2nd St		Clinton	MO	64735	660/885-8117
Pizza Hut of Southeast Kansas, Inc.	008966	2000 W Worley St		Columbia	MO	65203	573/886-6681
Pizza Hut of Southeast Kansas, Inc.	009589	715 E Nifong Blvd		Columbia	MO	65201	573/886-6679
Pizza Hut of Southeast Kansas, Inc.	012461	3307 Clark Ln		Columbia	MO	65202	573/886-6675
Summit Pizza, Inc.	041950	203 North Truman Boulevard		Crystal City	MO	63019	636/937-9197
Summit Pizza, Inc.	013244	78 Highway P		Cuba	MO	65453	573/885-0011
Summit Pizza, Inc.	038929	2090 Rock Road		De Soto	MO	63020	636/243-2151
Hut Missouri LLC	038361	11760 Manchester Rd		Des Peres	MO	63131	314/821-5353
Summit Pizza, Inc.	038917	401 N State St.		Desloge	MO	63601	573/431-6191
Heartland Food Management, LLC	024819	1113 W. Business 60		Dexter	MO	63841	573/624-5333
Summit Fare, L.L.C.	032457	1314 S. Hwy 32		El Dorado Springs	MO	64744	417/876-6226
Summit Restaurants, L.L.C.	023456	1709 S Business 54		Eldon	MO	65026	573/392-3434
Summit Restaurants, L.L.C.	022881	77 Hilltop Village Center Dr		Eureka	MO	63025	636/938-5324
Summit Pizza, Inc.	023828	1103 Rose Ave		Excelsior Springs	MO	64024	816/630-6026
Summit Pizza, Inc.	038916	221 Karsch Blvd.		Farmington	MO	63640	573/756-1503
Hut Missouri LLC	038357	585 Old Smizer Mill Rd		Fenton	MO	63026	636/343-4999
Hut Missouri LLC	038366	13090 New Halls Ferry Road		Florissant	MO	63033	314/831-9500
Hut Missouri LLC	038367	2839 Patterson Ln.		Florissant	MO	63031	314/831-1100
Hut Missouri LLC	038332	Building 1711 Cooley Avenue	Specker Barracks, Concession Cmpx	Fort Leonard Wood	MO	65473	573/329-0270
Summit Pizza, Inc.	038918	126-128 E Main St.		Fredericktown	MO	63645	573/783-6474
GMRG ACQ 1, LLC	034261	2055 N. Bluff		Fulton	MO	65251	573/642-2875
Hut Missouri LLC	038343	7291 North Oak Trafficway		Gladstone	MO	64118	816/468-1084
Hut Missouri LLC	038348	13850 South 71 Highway		Grandview	MO	64030	816/765-0766
Hut Missouri LLC	041682	11919 Blue Ridge Blvd		Grandview	MO	64030	816/761-3119
IMO Huts, Inc.	035222	4839 Mcmasters Ave		Hannibal	MO	63401	573/221-4066
GMRG ACQ 1, LLC	034251	1900 W Wall St		Harrisonville	MO	64701	816/884-2832
Heartland Food Management, LLC	024822	1700 Hywy. 84		Hayti	MO	63851	573/359-0066
GMRG ACQ 1, LLC	034266	3404 Highway 13		Higginsville	MO	64037	660/584-2666
Hut Missouri LLC	038355	1013 Crossroads Place		High Ridge	MO	63049	636/376-9432
GMRG ACQ 1, LLC	034262	152 Northstar D		Holts Summit	MO	65043	573/896-9425
Summit Fare, L.L.C.	032466	1530 S. Sam Houston Blvd.		Houston	MO	65483	417/967-4547
Hut Missouri LLC	038334	2411 S 291 Highway		Independence	MO	64057	816/350-7725
Hut Missouri LLC	038341	1300-B South Noland Rd.		Independence	MO	64055	816/254-4660
Hut Missouri LLC	038350	9541 E. Truman Rd.		Independence	MO	64052	816/254-6150
Hut Missouri LLC	038379	17517 E. US Hwy. 24		Independence	MO	64056	816/257-7629

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Summit Pizza, Inc.	038919	2260 E. Jackson Blvd.		Jackson	MO	63755	573/243-8144
GMRG ACQ 1, LLC	035377	3731 West Truman Blvd		Jefferson City	MO	65109	573/893-3009
GMRG ACQ 1, LLC	038974	517 Missouri Blvd		Jefferson City	MO	65109	573/634-3533
Hut Missouri LLC	038319	2802 S Main St		Joplin	MO	64804	417/625-1416
Hut Missouri LLC	038322	1901 S Range Line Rd		Joplin	MO	64804	417/625-1408
GMRG ACQ 1, LLC	036018	10440 NE Cookingham Drive		Kansas City	MO	64157	816/335-4725
Hut Missouri LLC	038333	10147 Wornall Road		Kansas City	MO	64114	816/942-3688
Hut Missouri LLC	038335	3003 NE Vivion Road		Kansas City	MO	64119	816/455-0035
Hut Missouri LLC	038337	7624 Wornall Rd.		Kansas City	MO	64114	816/333-6877
Hut Missouri LLC	038339	14171 East Highway 40		Kansas City	MO	64136	816/478-5143
Hut Missouri LLC	038340	1020 Broadway Blvd		Kansas City	MO	64105	816/474-8787
Hut Missouri LLC	038342	7657 NW Prairie View Rd		Kansas City	MO	64151	816/741-5790
Hut Missouri LLC	038344	4031 North Oak Trafficway		Kansas City	MO	64116	816/454-2257
Hut Missouri LLC	038351	5928 Wilson Rd		Kansas City	MO	64123	816/920-5653
Hut Missouri LLC	038352	3907 Main St		Kansas City	MO	64111	816/753-8877
Hut Missouri LLC	038354	9515 Blue Ridge Extension		Kansas City	MO	64134	816/966-2012
Hut Missouri LLC	038373	9580 N. McGee Street		Kansas City	MO	64155	816/420-0026
Hut Missouri LLC	038382	3116 Prospect Ave		Kansas City	MO	64128	816/923-8335
Hut Missouri LLC	038385	8560 N Green Hills Rd Ste 114		Kansas City	MO	64154	816/897-6280
GMRG ACQ 1, LLC	034977	101 W. 92nd Hwy., D		Kearney	MO	64060	816/635-9000
Summit Fare, L.L.C.	040939	1738 Bootheel Plaza Shopping Center, Ste 125		Kennett	MO	63857	573/609-8031
IMO Huts, Inc.	035217	1610 N Baltimore St		Kirksville	MO	63501	660/627-1248
GMRG ACQ 1, LLC	034265	552 N State St		Knob Noster	MO	65336	660/563-4229
Summit Restaurants, L.L.C.	023458	2400 Bagnell Dam Blvd		Lake Ozark	MO	65049	573/365-3738
Summit Restaurants, L.L.C.	023848	8649 Highway N		Lake Saint Louis	MO	63367	636/625-3500
Summit Fare, L.L.C.	032459	23 E Us Highway 160		Lamar	MO	64759	417/682-2166
Hut Missouri LLC	038323	1501 S Jefferson Ave		Lebanon	MO	65536	417/588-2239
Hut Missouri LLC	038346	3739 Hollywood Blvd		Lees Summit	MO	64082	816/623-3580
Hut Missouri LLC	038353	1225 NE Rice Rd., Unit A		Lees Summit	MO	64086	816/246-8740
Hut Missouri LLC	038388	350 SW Blue Pkwy		Lees Summit	MO	64063	816/525-2062
Summit Pizza, Inc.	014458	537 S Hwy 13		Lexington	MO	64067	660/259-4389
GMRG ACQ 1, LLC	037131	350 S 291 Hwy		Liberty	MO	64068	816/792-4545
GMRG ACQ 1, LLC	034270	2004 N. Missouri Street		Macon	MO	63552	660/385-5714
Hut Missouri LLC	038325	1000 N Douglass St		Malden	MO	63863	573/370-1972
Hut Missouri LLC	038371	7423 Manchester Rd		Maplewood	MO	63143	314/647-4434
Summit Pizza, Inc.	023234	1354 W College		Marshall	MO	65340	660/886-5551
Summit Fare, L.L.C.	032460	1340 W Jefferson St		Marshfield	MO	65706	417/468-2077
GIPH Restaurants, L.L.C.	034010	732 S Main St		Maryville	MO	64468	660/562-2468
IMO Huts, Inc.	035219	Hwy 136 E		Memphis	MO	63555	660/465-7049
GMRG ACQ 1, LLC	034259	707 W Monroe St		Mexico	MO	65265	573/581-0031
GMRG ACQ 1, LLC	034267	1311 Hwy 24 East		Moberly	MO	65270	660/263-1511
Summit Fare, L.L.C.	032458	798 W Hwy 60		Monett	MO	65708	417/235-6648
Hut Missouri LLC	038378	338 E. Mount Vernon Blvd.		Mount Vernon	MO	65712	417/466-9300
Hut Missouri LLC	038331	648 S Neosho Blvd		Neosho	MO	64850	417/455-0449
Hut Missouri LLC	039643	1403 E Austin Blvd		Nevada	MO	64772	417/667-7257
Heartland Food Management, LLC	027467	635 US Hwy 61		New Madrid	MO	63869	573/748-5540
Hut Missouri LLC	040595	690 W Mt Vernon St		Nixa	MO	65714	417/725-4632
Summit Restaurants, L.L.C.	023309	109 SE 4th Street		Oak Grove	MO	64075	816/625-0111
Summit Pizza, Inc.	014459	320 Us Hwy 40 W		Odessa	MO	64076	816/633-7521
Summit Fare, L.L.C.	025953	38 O'Fallon Square		O'Fallon	MO	63366	636/272-7234
Summit Fare, L.L.C.	025955	2917 J Hwy K		O'Fallon	MO	63366	636/281-8685
Summit Fare, L.L.C.	036506	2187 W Terra Ln		O'Fallon	MO	63366	636/542-5321

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Summit Restaurants, L.L.C.	023457	5255 Osage Beach Parkway		Osage Beach	MO	65065	573/348-3016
Hut Missouri LLC	038317	1112 W Jackson St		Ozark	MO	65721	417/581-0654
Summit Restaurants, L.L.C.	022877	2250 W Osage St		Pacific	MO	63069	636/257-6404
Hut Missouri LLC	038336	6325 Lewis St., #102		Parkville	MO	64152	816/741-5981
Pizza Management Company, L.L.C.	033923	361B Legend Lane		Peculiar	MO	64078	816/758-6080
Summit Pizza, Inc.	038920	1418 Saint Joseph St., Suite 30		Perryville	MO	63775	573/547-7833
Summit Pizza, Inc.	038922	8644 Commercial		Pevely	MO	63070	636/479-7011
GMRG ACQ 1, LLC	034996	1217 Branch St		Platte City	MO	64079	816/858-4700
Pizza Management Company, L.L.C.	023214	202 W. Clay Ave.		Plattsburg	MO	64477	816/539-2234
Summit Pizza, Inc.	012299	2121 N State Hwy 7		Pleasant Hill	MO	64080	816/540-3355
Summit Pizza, Inc.	040896	1880 N Westwood Blvd Suite 4		Poplar Bluff	MO	63901	573/609-8067
Hut Missouri LLC	038384	317 N Dean Ave		Raymore	MO	64083	816/318-9047
Hut Missouri LLC	038345	10015 E 67th St		Raytown	MO	64133	816/743-9112
Summit Fare, L.L.C.	032463	806 Us Highway 60 E		Republic	MO	65738	417/732-1150
Summit Pizza, Inc.	014456	1004 E Main St		Richmond	MO	64085	816/776-2206
Summit Fare, L.L.C.	032465	1024 Kings Hwy		Rolla	MO	65401	573/364-7213
Summit Restaurants, L.L.C.	024982	3793 New Town Blvd.		Saint Charles	MO	63301	636/925-2100
Summit Fare, L.L.C.	025952	2440 W Clay St		Saint Charles	MO	63301	636/723-1777
Summit Fare, L.L.C.	025954	1608 Country Club Place Dr.		Saint Charles	MO	63303	636/724-1500
Summit Fare, L.L.C.	034371	205 State Route B		Saint James	MO	65559	573/265-8904
GIPH Restaurants, L.L.C.	022972	1617 S Belt Hwy		Saint Joseph	MO	64507	816/232-4040
GIPH Restaurants, L.L.C.	027481	2709 N Belt Highway		Saint Joseph	MO	64506	816/364-1138
GIPH Restaurants, L.L.C.	033695	811 N 22nd St		Saint Joseph	MO	64506	816/232-9200
GIPH Restaurants, L.L.C.	036535	5409 Lake Ave		Saint Joseph	MO	64504	816/238-0648
Hut Missouri LLC	038360	2536 Lemay Ferry Rd		Saint Louis	MO	63125	314/892-6220
Hut Missouri LLC	038363	11451 Olive Blvd	W Oak Square Spg Ctr	Saint Louis	MO	63141	314/997-2252
Hut Missouri LLC	038368	4634 Hampton Ave		Saint Louis	MO	63109	314/351-0697
Hut Missouri LLC	038369	4175 Lindell Blvd.	Lyndale Market Place	Saint Louis	MO	63108	314/531-0900
Hut Missouri LLC	038370	4344 Loughborough Rd		Saint Louis	MO	63116	314/352-6677
Hut Missouri LLC	038381	11802 Tesson Ferry Rd		Saint Louis	MO	63128	314/842-1111
Summit Fare, L.L.C.	025950	4219 North St. Peters Parkway		Saint Peters	MO	63304	636/447-3600
Summit Fare, L.L.C.	025951	7315 Mexico Rd		Saint Peters	MO	63376	636/279-2645
Summit Fare, L.L.C.	025956	939 Jungermann Rd		Saint Peters	MO	63376	636/447-8555
Summit Fare, L.L.C.	032464	400 Highway 32 E		Salem	MO	65560	573/729-5159
GIPH Restaurants, L.L.C.	033460	202 N US Hwy 71		Savannah	MO	64485	816/324-3173
Summit Pizza, Inc.	038924	2504 Main St.		Scott City	MO	63780	573/398-9281
Summit Pizza, Inc.	012113	1425 S Limit Ave		Sedalia	MO	65301	660/827-1111
Atherton Restaurant Systems, Inc.	007705	25562 State Hwy 39		Shell Knob	MO	65747	417/858-3554
Summit Pizza, Inc.	038928	417 S Main St		Sikeston	MO	63801	573/472-2778
GIPH Restaurants, L.L.C.	022976	700 Hwy 169		Smithville	MO	64089	816/873-2333
Hut Missouri LLC	038321	3437 S Campbell Ave		Springfield	MO	65807	417/882-9918
Hut Missouri LLC	038328	2943 E Battlefield Rd		Springfield	MO	65804	417/882-9671
Hut Missouri LLC	038386	3868 W Chestnut Expy		Springfield	MO	65802	417/429-9065
Hut Missouri LLC	038389	1440 E Kearney St		Springfield	MO	65803	417/869-0234
Hut Missouri LLC	040521	2627 N Kansas Expy		Springfield	MO	65803	417/862-5945
Hut Missouri LLC	041872	1705 W Sunshine St		Springfield	MO	65807	417/863-8722
Summit Fare, L.L.C.	038957	215 Saint Robert Blvd Ste 6		St Robert	MO	65584	573/232-1349
Hut Missouri LLC	042088	10533 Page Avenue		St. Louis	MO	63114	314/428-1445
Hut Missouri LLC	038372	101 E. State Highway 125, Unit E		Strafford	MO	65757	417/736-9520
Summit Restaurants, L.L.C.	022873	100 S Outer Rd		Sullivan	MO	63080	573/468-3952
Summit Pizza, Inc.	014462	815 Avalon		Trenton	MO	64683	660/359-4306

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Summit Restaurants, L.L.C.	022876	15 Lincoln Ctr		Troy	MO	63379	636/528-4500
Hut Missouri LLC	038364	1358 Big Bend Rd		Twin Oaks	MO	63021	636/225-4100
Summit Restaurants, L.L.C.	022874	#2 E Hwy 50		Union	MO	63084	636/583-2500
Summit Pizza, Inc.	037499	1000 W Clay Rd		Versailles	MO	65084	573/378-5995
Summit Pizza, Inc.	014461	914 N Simpson Dr		Warrensburg	MO	64093	660/747-1777
Summit Restaurants, L.L.C.	022878	902 N Steinhagen Road		Warrenton	MO	63383	636/456-3622
Summit Pizza, Inc.	007715	910 Dogwood St.		Warsaw	MO	65355	660/438-6464
Summit Restaurants, L.L.C.	022875	1905 E 5th St		Washington	MO	63090	636/239-4088
Hut Missouri LLC	038380	1119 S Madison St, Suite B		Webb City	MO	64870	417/673-4696
Hut Missouri LLC	038326	E Center Hwy Z		Willard	MO	65781	417/742-2514
Hut Birmingham LLC	037868	119 Hwy. 145 N, Suite C		Aberdeen	MS	39730	662/319-8700
Hut Birmingham LLC	037852	406 South Main		Amory	MS	38821	662/256-2624
Hut Memphis LLC	042060	126 Public Square		Batesville	MS	38606	662/384-5030
Hut Mobile LLC	038170	599 Highway 90		Bay Saint Louis	MS	39520	228/467-3155
Hut Mobile LLC	038177	2760A HWY 15		Bay Springs	MS	39422	601/738-4220
Hut Mobile LLC	038173	1698-F Pass Rd		Biloxi	MS	39531	228/374-5503
Hut Mobile LLC	038174	10443 D'iberville Avenue		Biloxi	MS	39532	228/392-8862
Hut Mobile LLC	038197	2176 Pass Rd.		Biloxi	MS	39531	228/385-0643
Hut Memphis LLC	038122	429 N 2nd St		Booneville	MS	38829	662/728-7505
JJB Pizza, LLC	033600	115 Village Square		Brandon	MS	39047	601/992-3174
JJB Pizza, LLC	033610	643A Holly Bush Road		Brandon	MS	39047	601/829-9533
JJB Pizza, LLC	041080	316 Stribling Ln, Ste A		Brandon	MS	39042	601/825-3226
JJB Pizza, LLC	033585	1053 Brookway Blvd		Brookhaven	MS	39601	601/833-1659
Hut Memphis LLC	040479	8157 MS-178 W		Byhalia	MS	38611	662/850-2000
JJB Pizza, LLC	040769	5806 Terry Rd		Byram	MS	39272	601/502-1729
JJB Pizza, LLC	038786	552 W Peace St		Canton	MS	39046	601/859-9067
JJB Pizza, LLC	033589	610 Highway 35 S		Carthage	MS	39051	601/267-5658
Hut Memphis LLC	038119	700 N Davis Ave		Cleveland	MS	38732	662/846-6111
JJB Pizza, LLC	036365	105 US-80 E		Clinton	MS	39056	601/926-1204
Hut Mobile LLC	038202	3275 Hwy. 49, Suite 60		Collins	MS	39428	601/952-8395
Hut Mobile LLC	039646	125 Walter Payton Dr		Columbia	MS	39429	601/736-1501
Hut Birmingham LLC	037850	224 Idlewild Rd		Columbus	MS	39702	662/327-3333
Hut Birmingham LLC	037873	1801 US Hwy. 45		Columbus	MS	39705	662/327-8887
JJB Pizza, LLC	040149	904 US-72		Corinth	MS	38834	662/664-7420
JJB Pizza, LLC	033609	104 BoBo Drive		Crystal Springs	MS	39059	601/892-5800
Hut Mobile LLC	038201	4402 E. Aloha Dr., Suite 6		Diamondhead	MS	39525	228/255-8317
Hut Mobile LLC	038172	101 Highway 11 S		Ellisville	MS	39437	601/477-9047
JJB Pizza, LLC	035463	740 US 49 Suite K		Flora	MS	39071	601/882-0575
JJB Pizza, LLC	033588	840 Highway 35 North		Forest	MS	39074	601/469-1799
Hut Memphis LLC	039608	220 Interchange Dr		Fulton	MS	38843	662/409-2050
Hut Mobile LLC	038211	2707 Hwy 90	Suite 11	Gautier	MS	39553	228/497-4006
Hut Little Rock LLC	037969	1115 Hwy. 82 East		Greenville	MS	38703	662/335-5348
JJB Pizza, LLC	039539	1313 W Park Ave		Greenwood	MS	38930	662/271-8001
Hut Memphis LLC	038120	1307 Sunset Dr.		Grenada	MS	38901	662/226-6262
Hut Mobile LLC	038196	10585 - B Three Rivers Rd.	Suite 1	Gulfport	MS	39503	228/832-1173
Hut Mobile LLC	041635	602 Courthouse Rd		Gulfport	MS	39507	228/896-3072
Hut Mobile LLC	038166	3610 W Hardy St.		Hattiesburg	MS	39402	601/264-8584
Hut Mobile LLC	038179	580 Weathersby		Hattiesburg	MS	39401	601/264-3441
Hut Mobile LLC	038200	1000 Broadway Dr., Ste. 10		Hattiesburg	MS	39401	601/544-2318
JJB Pizza, LLC	033607	28063 Hwy 28		Hazlehurst	MS	39083	601/894-3007
Hut Memphis LLC	038165	1218 E Commerce St		Hernando	MS	38632	662/298-8289
Hut Memphis LLC	038140	3980 Goodman Rd		Horn Lake	MS	38637	662/393-6645
Hut Memphis LLC	040153	905 N Pontotoc St		Houston	MS	38851	662/456-2001

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Hut Little Rock LLC	037965	612 W. Hwy. 82 West		Indianola	MS	38751	662/887-4688
JJB Pizza, LLC	033595	2106 Raymond Rd		Jackson	MS	39212	601/502-1754
JJB Pizza, LLC	033603	2440 Bailey Ave		Jackson	MS	39213	601/982-8291
JJB Pizza, LLC	033830	1220 E Northside Dr	Suite # 120	Jackson	MS	39211	601/362-1996
JJB Pizza, LLC	036769	2922 Terry Rd		Jackson	MS	39212	769/246-1777
JJB Pizza, LLC	041148	2439 Highway 80 W		Jackson	MS	39204	601/948-7629
JJB Pizza, LLC	033599	716 Veteran's Memorial Drive		Kosciusko	MS	39090	662/289-7115
Hut Mobile LLC	038168	1015 Highway 15 N		Laurel	MS	39440	601/649-3942
Hut Mobile LLC	038176	19160 Commision Rd.		Long Beach	MS	39560	228/864-0157
Hut Birmingham LLC	037856	199 Hwy. 15 South		Louisville	MS	39339	662/773-3469
Hut Mobile LLC	041428	72 Ventura Rd. East, Suite A		Lucedale	MS	39452	601/947-7525
JJB Pizza, LLC	033604	1029 Hwy. 51	Unit C	Madison	MS	39110	601/898-5559
JJB Pizza, LLC	033614	1054 Gluckstadt Road		Madison	MS	39110	601/856-2366
JJB Pizza, LLC	039708	1533 US Highway 49		Magee	MS	39111	601/849/4356
JJB Pizza, LLC	033618	100 E Railroad Ave North		Magnolia	MS	39652	601/783-0111
JJB Pizza, LLC	041952	1212 Delaware Ave		McComb	MS	39648	601/684-5997
JJB Pizza, LLC	033615	3046 Simpson Hwy 13		Mendenhall	MS	39114	601/847-9977
Hut Mobile LLC	038193	1300 N Frontage Rd		Meridian	MS	39305	601/485-7401
JJB Pizza, LLC	039538	3320 N Hills St		Meridian	MS	39305	601/685-4562
JJB Pizza, LLC	033616	4695 Highway 80		Morton	MS	39117	601/732-2200
Hut Mobile LLC	038213	6900 MS-614 Suite A		Moss Point	MS	39562	228/588-8592
JJB Pizza, LLC	033601	106 Hwy. 61 South		Natchez	MS	39120	601/446-8421
JJB Pizza, LLC	033605	436 Highway 61 North	Unit #8	Natchez	MS	39120	601/442-2221
Hut Memphis LLC	040156	132 Chrystal Plaza Dr		New Albany	MS	38652	662/534-8100
Hut Mobile LLC	038192	123 Old Highway 15 Loop		Newton	MS	39345	601/683-6114
Hut Mobile LLC	038215	6835 Washington Ave, Suite I		Ocean Springs	MS	39564	228/300-0040
Hut Mobile LLC	042032	1523 Bienville Boulevard		Ocean Springs	MS	39564	228/203-1540
Hut Memphis LLC	038135	6213 Cockrum		Olive Branch	MS	38654	662/893-6111
Hut Memphis LLC	038164	2224 W Jackson Ave		Oxford	MS	38655	662/236-3333
Hut Mobile LLC	038199	3808 Hospital St.		Pascagoula	MS	39581	228/769-7300
JJB Pizza, LLC	033606	3086 Hwy 80 East	Suite A	Pearl	MS	39208	601/939-3864
Hut Mobile LLC	038210	1140 Evelyn Gandy Pkwy	Ste. 70	Petal	MS	39465	601/545-8303
Hut Birmingham LLC	037848	915 Holland Ave		Philadelphia	MS	39350	601/656-8291
Hut Mobile LLC	038171	201 Memorial Blvd		Picayune	MS	39466	601/798-7683
Hut Memphis LLC	038163	245-B Hwy 15 N		Pontotoc	MS	38863	662/489-7097
JJB Pizza, LLC	033617	1141-C Hwy 61-N		Port Gibson	MS	39150	601/437-5544
JJB Pizza, LLC	033613	1813 Columbia Avenue		Prentiss	MS	39474	601/792-8025
Hut Mobile LLC	038194	233 N Archusa Ave		Quitman	MS	39355	601/776-5231
JJB Pizza, LLC	033608	113 E Main St		Raymond	MS	39154	601/857-2166
JJB Pizza, LLC	033612	103 Marketplace Dr		Richland	MS	39218	601/932-7002
JJB Pizza, LLC	033611	772 Lake Harbour Drive	Suite #7	Ridgeland	MS	39157	601/898-9223
Hut Memphis LLC	040991	410 E Walnut St		Ripley	MS	38663	662/837-4578
Hut Memphis LLC	039570	1176 Cross Creek Dr		Saltillo	MS	38866	662/842-7710
Hut Memphis LLC	038162	118 Norfleet Dr		Senatobia	MS	38668	662/562-7600
Hut Memphis LLC	038138	3026 Goodman Rd		Southaven	MS	38671	662/349-2258
Hut Birmingham LLC	037855	911 Hwy. 12 West		Starkville	MS	39759	662/324-2321
Hut Memphis LLC	038127	921 S Gloster St		Tupelo	MS	38801	662/844-2158
Hut Mobile LLC	038209	11628 Hwy. 57, Suite 6		Vancleave	MS	39565	228/826-5163
JJB Pizza, LLC	033593	3520 Pemberton Square Blvd		Vicksburg	MS	39180	601/634-8855
JJB Pizza, LLC	034650	4209 E. Clay Street		Vicksburg	MS	39183	601/638-3751
JJB Pizza, LLC	041049	7003 Alt US-45		West Point	MS	39773	662/391-6006
JJB Pizza, LLC	033586	1350 Jerry Clower Blvd		Yazoo City	MS	39194	662/746-7992
American Pizza Partners, L.P.	009711	401 E Park Ave		Anaconda	MT	59711	406/563-8433

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American Pizza Partners, L.P.	012282	7001 Jackrabbit Ln Ste F		Belgrade	MT	59714	406/388-8800
American Pizza Partners, L.P.	007552	1419 Main St		Billings	MT	59105	406/259-8424
American Pizza Partners, L.P.	009597	2636 Belknap Ave		Billings	MT	59101	406/252-7500
American Pizza Partners, L.P.	011045	2530 W. King Ave.		Billings	MT	59102	406/656-1717
American Pizza Partners, L.P.	038875	1411 38th Street West Suite 1	Suite 1	Billings	MT	59102	406/248-1444
American Pizza Partners, L.P.	006749	2300 W Main St		Bozeman	MT	59718	406/587-9500
American Pizza Partners, L.P.	007474	3040 Busch St		Butte	MT	59701	406/723-2323
GMRG ACQ 1, LLC	035953	605 9th St W		Columbia Falls	MT	59912	406/892-1111
GMRG ACQ 1, LLC	035935	609 W Main St		Cut Bank	MT	59427	406/873-4145
GMRG ACQ 1, LLC	035940	800 N Idaho St		Dillon	MT	59725	406/683-6111
American Pizza Partners, L.P.	008244	619 1st Ave N		Glasgow	MT	59230	406/228-2411
American Pizza Partners, L.P.	008336	1515 W. Bell St.	West Plaza Shopping Ctr	Glendive	MT	59330	406/365-6004
GMRG ACQ 1, LLC	035937	4900 2nd Ave N		Great Falls	MT	59405	406/727-1775
GMRG ACQ 1, LLC	035964	1518 10th Ave S		Great Falls	MT	59405	406/761-4121
GMRG ACQ 1, LLC	035934	1002 N 1st St		Hamilton	MT	59840	406/363-1502
American Pizza Partners, L.P.	018730	219 West 14th Street		Hardin	MT	59034	406/665-3334
GMRG ACQ 1, LLC	035965	330 W 1st St		Havre	MT	59501	406/265-6747
GMRG ACQ 1, LLC	035970	2955 Prospect Ave		Helena	MT	59601	406/449-7111
GMRG ACQ 1, LLC	035946	55 N Main St		Kalispell	MT	59901	406/257-2220
American Pizza Partners, L.P.	029926	211 Bernhardt Road		Laurel	MT	59044	406/628-6382
GMRG ACQ 1, LLC	035913	1640 W Main St		Lewistown	MT	59457	406/538-5472
GMRG ACQ 1, LLC	035943	903 California		Libby	MT	59923	406/293-7744
American Pizza Partners, L.P.	007537	1319 W Park St		Livingston	MT	59047	406/222-7393
GMRG ACQ 1, LLC	035963	11100 Hwy 93 South, B		Lolo	MT	59847	406/273-9800
American Pizza Partners, L.P.	011069	3009 Stower		Miles City	MT	59301	406/232-6130
GMRG ACQ 1, LLC	035933	3851 Brooks St		Missoula	MT	59804	406/251-4417
GMRG ACQ 1, LLC	035936	801 E Broadway St		Missoula	MT	59802	406/721-0149
GMRG ACQ 1, LLC	035948	2230 Reserve St #340		Missoula	MT	59808	406/542-8400
GMRG ACQ 1, LLC	035931	1402 Hwy 93		Polson	MT	59860	406/883-6277
GMRG ACQ 1, LLC	035962	1100 Roosevelt Hwy		Shelby	MT	59474	406/434-7111
American Pizza Partners, L.P.	008088	801 Warren Ln		Sidney	MT	59270	406/482-7200
SDS Restaurant Group, LLC	028318	405 A Peacock		Ahoskie	NC	27910	252/332-6000
Carolina Pizza Huts, Inc.	007054	812 Hwy 24-27 E Byp		Albemarle	NC	28001	704/982-2151
Carolina Pizza Huts, Inc.	013929	701 Hwy 52 N		Albemarle	NC	28001	704/983-2760
Hut Carolinas LLC	037930	333 N. Raleigh St., Ste. C		Angier	NC	27501	919/639-0773
Tasty Hut of NC LLC	039535	760 W Williams St		Apex	NC	27502	919/267-4517
Hut Carolinas LLC	037923	10102 S Main Street		Archdale	NC	27263	336/861-1220
Tasty Hut of NC LLC	036679	12 Miami Cir		Arden	NC	28704	828/684-3044
Hut Carolinas LLC	037900	1315 E Dixie Hwy		Asheboro	NC	27203	336/625-9631
Tasty Hut of NC LLC	036589	497 Weaverville Rd	Ingles Shopping Ctr.	Asheville	NC	28804	828/645-5005
Tasty Hut of NC LLC	036623	353 New Leicester Hwy		Asheville	NC	28806	828/254-8388
Tasty Hut of NC LLC	036632	790-C Fairview Rd		Asheville	NC	28805	828/274-8739
SDS Restaurant Group, LLC	032544	134 Hwy 102 West		Ayden	NC	28513	252/746-0822
ADT Carolina LLC	035566	685 Park St.	Abbey Plaza	Belmont	NC	28012	704/825-7335
SDS Restaurant Group, LLC	034645	670 E Parrish Drive		Benson	NC	27504	919/701-1282
Vestco, LLC	031351	911 Gastonia Highway		Bessemer City	NC	28016	704/629-5555
SDS Restaurant Group, LLC	030637	104 East Main St.		Beulaville	NC	28518	910/298-2333
Tasty Hut of NC LLC	036613	250 US Highway 9		Black Mountain	NC	28711	828/669-9455
Tasty Hut of NC LLC	039582	821 Blowing Rock Rd		Boone	NC	28607	828/832-7300
Carolina Pizza Company, Inc.	007776	150 HWY 19 South		Bryson City	NC	28713	828/488-9611
Ayvaz Pizza, LLC	039422	2125 S Church St		Burlington	NC	27215	336/226-4464

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Tasty Hut of NC LLC	036673	717 Main St.		Burnsville	NC	28714	828/682-9366
SDS Restaurant Group, LLC	037664	1235 Birch St		Camp Lejeune	NC	28547	910/967-6006
Tasty Hut of NC LLC	036675	511 Smokey Park Hwy		Candler	NC	28715	828/667-3500
Tasty Hut of NC LLC	036655	25 New Clyde Hwy. (a/k/a US 19/23)		Canton	NC	28716	828/648-6780
SDS Restaurant Group, LLC	028330	1401 N. Lake Park Blvd		Carolina Beach	NC	28428	910/458-4050
Hut Carolinas LLC	037903	4280 Hwy 15-501		Carthage	NC	28327	910/947-2552
Tasty Hut of NC LLC	036626	920 NE Maynard Rd		Cary	NC	27513	919/469-9991
Tasty Hut of NC LLC	036678	1728 Fordham Blvd		Chapel Hill	NC	27514	919/942-7713
ADT Carolina LLC	035559	3215 Freedom Dr		Charlotte	NC	28208	704/393-0099
ADT Carolina LLC	035569	3530 Mt Holly-Huntersville Rd		Charlotte	NC	28216	704/392-3030
ADT Carolina LLC	035574	9614 Monroe Rd		Charlotte	NC	28270	704/847-7177
ADT Carolina LLC	035576	15105 John J Delaney Dr Ste 1		Charlotte	NC	28277	704/544-9570
ADT Carolina LLC	035577	3909 South Blvd		Charlotte	NC	28209	704/522-7000
ADT Carolina LLC	035578	3044 Eastway Dr		Charlotte	NC	28205	704/535-9828
ADT Carolina LLC	035593	10211 Prosperity Park Dr.	Suite 100	Charlotte	NC	28269	704/992-2220
ADT Carolina LLC	035598	850 Chancellor Park Dr.		Charlotte	NC	28213	704/597-9300
ADT Carolina LLC	036694	5304 Sunset Rd, Ste A		Charlotte	NC	28269	704/319-8640
ADT Carolina LLC	039554	5618 Albemarle Rd, Suite 100(b)		Charlotte	NC	28212	704/536-3511
ADT Carolina LLC	040639	3720 N Tryon St Ste 110		Charlotte	NC	28206	980/282-1062
ADT Carolina LLC	041011	8506 S Tryon Ste 102-C		Charlotte	NC	28273	704/529-0717
SDS Restaurant Group, LLC	036797	4472 Woodside Dr		Cherry Point	NC	28533	252/733-7032
Vestco, LLC	027360	1000 E Main Street		Cherryville	NC	28021	704/435-2704
Carolina Pizza Huts, Inc.	026007	480 US Hwy. 29		China Grove	NC	28023	704/857-6310
SDS Restaurant Group, LLC	033147	10175 Hwy. 70 W.	Clayton Shopping Center	Clayton	NC	27520	919/553-2131
SDS Restaurant Group, LLC	033140	129 Southeast Blvd		Clinton	NC	28328	910/592-1542
Carolina Pizza Huts, Inc.	006616	697 Church St N		Concord	NC	28025	704/786-5612
Carolina Pizza Huts, Inc.	009522	740 Cabarrus Ave W		Concord	NC	28027	704/788-7888
Carolina Pizza Huts, Inc.	024239	3420 US Hwy 601 Ste 110		Concord	NC	28027	704/784-5520
ADT Carolina LLC	035600	19507 W Catawba Ave	Suite D	Cornelius	NC	28031	704/896-0160
Tasty Hut of NC LLC	036609	1572 Hwy 56	Dutch Village Shpg. Ctr.	Creedmoor	NC	27522	919/528-2277
ADT Carolina LLC	035589	171 Cross Center Dr		Denver	NC	28037	704/827-8889
Hut Carolinas LLC	037909	2302 W. Cumberland St		Dunn	NC	28334	910/892-1101
Tasty Hut of NC LLC	036601	3808-M Guess Rd	Cross Creek Shopping Center	Durham	NC	27705	919/477-7377
Tasty Hut of NC LLC	036608	4201 University Dr	Parkway Plaza Shpg. Ctr.	Durham	NC	27707	919/490-9099
Tasty Hut of NC LLC	036612	2107 E. Hwy. 54		Durham	NC	27713	919/361-2728
Tasty Hut of NC LLC	036619	2105 SHERRON RD		Durham	NC	27703	919/598-0300
Tasty Hut of NC LLC	036646	734 Linden Drive		Eden	NC	27288	336/623-3333
SDS Restaurant Group, LLC	033153	100 Claire Dr		Edenton	NC	27932	252/482-4406
SDS Restaurant Group, LLC	028305	1209 Ehringhaus St.		Elizabeth City	NC	27909	252/338-3964
Hut Carolinas LLC	037907	1405 W Broad St.		Elizabethtown	NC	28337	910/862-2559
Tasty Hut of NC LLC	036622	1039 N Bridge St		Elkin	NC	28621	336/835-6501
SDS Restaurant Group, LLC	033145	8811 W. Marlboro Rd.		Farmville	NC	27828	252/753-2641
Hut Carolinas LLC	037893	2116 Cedar Creek Rd		Fayetteville	NC	28312	910/323-2419
Hut Carolinas LLC	037896	332 N Reilly Rd		Fayetteville	NC	28303	910/864-1800
Hut Carolinas LLC	037899	6781 Raeford Rd		Fayetteville	NC	28304	910/867-4295
Hut Carolinas LLC	037904	4711 Ramsey St		Fayetteville	NC	28311	910/822-0580
Hut Carolinas LLC	037906	3510 Bragg Blvd		Fayetteville	NC	28303	910/867-5110

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Hut Carolinas LLC	037910	9535 Cliffdale Rd	Hwy 401W	Fayetteville	NC	28304	910/487-8284
Hut Carolinas LLC	037941	316 N Eastern Blvd Ste 200		Fayetteville	NC	28301	910/500-8546
Hut Carolinas LLC	040850	3041 Boone Trail Ste # 108		Fayetteville	NC	28306	910/483-5364
Carolina Pizza Company, Inc.	006583	786 S Church St		Forest City	NC	28043	828/245-8697
Carolina Pizza Company, Inc.	006777	999 Georgia Road		Franklin	NC	28734	828/524-8994
Tasty Hut of NC LLC	036684	1009 E Broad St		Fuquay Varina	NC	27526	919/552-0771
Tasty Hut of NC LLC	036631	1805 Aversboro Rd	The Shops at Timber Landing	Garner	NC	27529	919/779-9200
ADT Carolina LLC	035560	832 S Chester St		Gastonia	NC	28052	704/861-1557
ADT Carolina LLC	035580	2521 E Ozark Ave		Gastonia	NC	28054	704/864-3100
ADT Carolina LLC	035599	2609 South New Hope Rd., Suite 2		Gastonia	NC	28056	704/864-7755
SDS Restaurant Group, LLC	028309	2518 E Ash St		Goldsboro	NC	27530	919/731-2992
SDS Restaurant Group, LLC	028332	2156 Wayne Memorial Drive		Goldsboro	NC	27534	919/731-7000
Ayvaz Pizza, LLC	039423	823 S. Main St.	Crescent Sq. Shopping Center	Graham	NC	27253	336/226-0077
Tasty Hut of NC LLC	036616	3966 Hickory Blvd		Granite Falls	NC	28630	828/396-4500
Ayvaz Pizza, LLC	039421	600 College Rd		Greensboro	NC	27410	336/294-2800
Ayvaz Pizza, LLC	039424	4719-D Gate City Blvd		Greensboro	NC	27407	336/299-5504
Ayvaz Pizza, LLC	039427	2101 - 104 Pyramids Village Blvd.		Greensboro	NC	27405	336/375-5778
Ayvaz Pizza, LLC	039433	4002 Elton Way, #103		Greensboro	NC	27406	336/378-9978
Ayvaz Pizza, LLC	039436	4008 Battleground Avenue	Suite F	Greensboro	NC	27410	336/286-6160
Ayvaz Pizza, LLC	039455	1719 Spring Garden St		Greensboro	NC	27403	336/663-0644
Ayvaz Pizza, LLC	039457	4101 Burlington Rd		Greensboro	NC	27405	336/663-0660
SDS Restaurant Group, LLC	030721	4420 East 10th Street - 108		Greenville	NC	27858	252/689-6111
SDS Restaurant Group, LLC	032063	807 Moye Blvd		Greenville	NC	27834	252/689-6662
SDS Restaurant Group, LLC	033925	709 Greenville Blvd., SE	Ste 114	Greenville	NC	27858	252/355-1355
SDS Restaurant Group, LLC	029884	15441 US Hwy. 17, Bay 301		Hampstead	NC	28443	910/270-6500
Carolina Pizza Huts, Inc.	022344	5465 Hwy. 49 South		Harrisburg	NC	28075	704/454-7100
SDS Restaurant Group, LLC	028321	1015 East Main Street		Havelock	NC	28532	252/447-0297
SDS Restaurant Group, LLC	028328	160 N Cooper Dr		Henderson	NC	27536	252/433-6040
Tasty Hut of NC LLC	036597	1800 Four Seasons Blvd.	Blue Ridge Mall	Hendersonville	NC	28792	828/693-4188
Tasty Hut of NC LLC	036617	1625 Clement Blvd. NW	Pizza Hut #3407	Hickory	NC	28601	828/324-8882
Tasty Hut of NC LLC	036630	2907 16th Street NE		Hickory	NC	28601	828/256-9822
Hut Carolinas LLC	037911	2900 -108 N Main St		High Point	NC	27262	336/885-8585
Hut Carolinas LLC	037918	3935 Brian Jordan Plaza	Suite 107	High Point	NC	27261	336/887-7570
Tasty Hut of NC LLC	036682	115 Oakdale Drive		Hillsborough	NC	27278	919/732-8084
Hut Carolinas LLC	037901	3016 N. Main Street		Hope Mills	NC	28348	910/424-3860
Hut Carolinas LLC	037931	1259 Chicken Foot Rd.		Hope Mills	NC	28348	910/426-6000
Carolina Pizza Huts, Inc.	023895	6732 B Old Monroe Rd.		Indian Trail	NC	28079	704/289-4347
SDS Restaurant Group, LLC	028317	401 Marine Blvd		Jacksonville	NC	28540	910/455-5500
SDS Restaurant Group, LLC	029456	431 Western Blvd., Unit I		Jacksonville	NC	28546	910/353-2555
SDS Restaurant Group, LLC	042185	2421 Gum Branch Road, Unit 100		Jacksonville	NC	28540	910/455-8700
Tasty Hut of NC LLC	036607	146 N View Drive		Jefferson	NC	28640	336/246-6077
Carolina Pizza Huts, Inc.	006783	901 N Cannon Blvd		Kannapolis	NC	28083	704/932-4191
Carolina Pizza Huts, Inc.	023864	6031 Gateway Center Drive	Suite 1	Kannapolis	NC	28081	704/788-6031
Hut Carolinas LLC	037912	838-C South Main St.		Kernersville	NC	27284	336/993-8866
Tasty Hut of NC LLC	036640	213 Vesta St.		King	NC	27021	336/983-9999
SDS Restaurant Group, LLC	033141	1031 Shelby Rd.		Kings Mountain	NC	28086	704/739-4436
SDS Restaurant Group, LLC	028304	1802 W Vernon Ave		Kinston	NC	28501	252/523-1175
Hut Carolinas LLC	041680	1652 S Main St		Laurinburg	NC	28352	910/705-3580
Hut Carolinas LLC	037897	112-K Village Drive		Leland	NC	28451	910/371-9547
ADT Carolina LLC	035563	130 Wilkesboro Blvd SE		Lenoir	NC	28645	828/758-0271

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Hut Carolinas LLC	037915	5062 Styers Ferry		Lewisville	NC	27023	336/778-2118
Hut Carolinas LLC	037924	4423 S NC Highway 150		Lexington	NC	27295	336/242-9119
Hut Carolinas LLC	037922	268 Liberty Plaza		Liberty	NC	27298	336/622-3961
Hut Carolinas LLC	037898	1549 N. Main St.		Lillington	NC	27546	910/893-8829
Carolina Pizza Huts, Inc.	034421	209 West Main Street		Locust	NC	28097	704/781-0270
SDS Restaurant Group, LLC	033144	116 S Bickett Blvd	Hwy 401 N	Louisburg	NC	27549	919/496-6400
Hut Carolinas LLC	037895	4455 Fayetteville Rd		Lumberton	NC	28358	910/738-8206
Hut Carolinas LLC	037932	2763 W. 5th Street		Lumberton	NC	28358	910/608-0057
Tasty Hut of NC LLC	036643	1009 Highway Street		Madison	NC	27025	336/427-5555
SDS Restaurant Group, LLC	028314	204 US Hwy 64/264		Manteo	NC	27954	252/473-1945
Tasty Hut of NC LLC	036629	1212 N. Main		Marion	NC	28752	828/652-8873
Ayvaz Pizza, LLC	039432	1022 Mebane Oaks Rd.		Mebane	NC	27302	919/304-0566
ADT Carolina LLC	035588	9229 Lawyers Rd Unit H		Mint Hill	NC	28227	704/573-7655
Tasty Hut of NC LLC	036603	645 Madison Rd		Mocksville	NC	27028	336/751-1907
Carolina Pizza Huts, Inc.	006557	1013 W Roosevelt Blvd		Monroe	NC	28110	704/289-2588
Carolina Pizza Huts, Inc.	008979	2111 W Roosevelt Blvd		Monroe	NC	28110	704/289-1024
ADT Carolina LLC	035586	116 Norman Station Blvd		Mooresville	NC	28117	704/663-0653
ADT Carolina LLC	035596	1333-C Shearers Road		Mooresville	NC	28115	704/664-4444
SDS Restaurant Group, LLC	028307	3426 Arendell St		Morehead City	NC	28557	252/726-7117
Tasty Hut of NC LLC	039536	2149 S Sterling Street		Morganton	NC	28655	828/475-4147
Tasty Hut of NC LLC	040982	4081 Davis Dr		Morrisville	NC	27560	919/234-0652
Tasty Hut of NC LLC	036633	349 Andy Griffith Pkwy.		Mount Airy	NC	27030	336/789-9999
SDS Restaurant Group, LLC	031570	997 Henderson St		Mount Olive	NC	28365	919/299-4470
Carolina Pizza Company, Inc.	010107	680 Highway 64 W		Murphy	NC	28906	828/837-7314
SDS Restaurant Group, LLC	028333	106 W. Nashville Drive		Nashville	NC	27856	252/459-9600
SDS Restaurant Group, LLC	028313	3201 Dr Ml King Jr Blvd		New Bern	NC	28560	252/638-5400
SDS Restaurant Group, LLC	028320	1505 S Glenburnie Rd		New Bern	NC	28560	252/638-3100
SDS Restaurant Group, LLC	028322	2709 Hwy. 70 E.		New Bern	NC	28562	252/637-0400
ADT Carolina LLC	035561	2025 N Westside Blvd		Newton	NC	28658	828/465-3170
Tasty Hut of NC LLC	036625	78 Sparta Rd		North Wilkesboro	NC	28659	336/667-5775
Hut Carolinas LLC	037925	7605 NC Hwy 68 North, Unit E		Oak Ridge	NC	27310	336/644-9541
Tasty Hut of NC LLC	036618	907 Martin Luther King Jr. Ave.		Oxford	NC	27565	919/693-4696
Hut Carolinas LLC	037905	832 W 3rd St		Pembroke	NC	28372	910/521-0210
ADT Carolina LLC	037176	10860 Park Rd, Ste 101		Pineville	NC	28134	704/285-7530
Carolina Pizza Company, Inc.	011799	62 Pisgah Hwy		Pisgah Forest	NC	28768	828/884-4041
SDS Restaurant Group, LLC	036007	891 US-64 WEST		Plymouth	NC	27962	252/429-8661
Hut Carolinas LLC	037926	2000 Club Pond Rd.		Raeford	NC	28376	910/848-5828
Tasty Hut of NC LLC	036586	3691 New Bern Ave	Tower Shopping Center	Raleigh	NC	27610	919/900-8096
Tasty Hut of NC LLC	036600	3116 Hillsborough St, Suite 103		Raleigh	NC	27607	919/833-1213
Tasty Hut of NC LLC	036602	8111 Creedmoor Rd Ste 167		Raleigh	NC	27613	919/848-9890
Tasty Hut of NC LLC	036624	4011 Capital Blvd	Tarrymore Square Shopping Ctr	Raleigh	NC	27604	919/790-8111
Tasty Hut of NC LLC	036672	10911 Raven Ridge Rd. unit 111		Raleigh	NC	27614	919/847-7737
Tasty Hut of NC LLC	036674	6429 Glenwood Ave. Unit C		Raleigh	NC	27612	919/781-1133
Tasty Hut of NC LLC	037654	5416 Rock Quarry Rd, Ste G		Raleigh	NC	27610	919/329-0292
Hut Carolinas LLC	037934	805 E 4th Ave, Ste 40		Red Springs	NC	28377	910/843-2053
Tasty Hut of NC LLC	036634	1519 Freeway Drive		Reidsville	NC	27320	336/349-4999
SDS Restaurant Group, LLC	029779	9003 Richlands Hwy.		Richlands	NC	28574	910/324-2688
SDS Restaurant Group, LLC	041391	303 Premier Boulevard		Roanoke Rapids	NC	27870	252/537-0013
ADT Carolina LLC	035597	960 W. Main Street		Rockwell	NC	28138	704/279-0590

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SDS Restaurant Group, LLC	028329	1522 Jeffreys Dr.		Rocky Mount	NC	27804	252/443-6999
SDS Restaurant Group, LLC	029605	3646 Sunset Ave., Suite 104		Rocky Mount	NC	27804	252/443-3527
SDS Restaurant Group, LLC	031747	1111 N Fairview Rd		Rocky Mount	NC	27801	252/316-8130
Tasty Hut of NC LLC	036316	6330 Rogers Rd		Rolesville	NC	27571	984/237-0035
Tasty Hut of NC LLC	036657	234 S. Madison Blvd.		Roxboro	NC	27573	336/599-9231
Hut Carolinas LLC	037933	260-A South 5th St		Saint Pauls	NC	28384	910/865-2475
ADT Carolina LLC	035582	520 Jake Alexander Blvd		Salisbury	NC	28147	704/633-5812
Hut Carolinas LLC	037902	1923 S Horner Blvd		Sanford	NC	27330	919/776-8306
SDS Restaurant Group, LLC	033136	650 E Dixon Blvd		Shelby	NC	28152	704/487-1123
ADT Carolina LLC	036512	7911 Village Ctr N		Sherrills Ford	NC	28673	828/481-2077
Tasty Hut of NC LLC	036660	1605 East 11th Street		Siler City	NC	27344	919/663-1660
Tasty Hut of NC LLC	036614	725 N Bright Leaf Blvd		Smithfield	NC	27577	919/934-5926
SDS Restaurant Group, LLC	031599	2021 Hwy 172		Sneads Ferry	NC	28460	910/741-4078
Hut Carolinas LLC	037939	1768 Old Morganton Rd		Southern Pines	NC	28387	910/246-1748
Hut Carolinas LLC	040773	630 Lillington Hwy Ste 124		Spring Lake	NC	28390	910/497-5101
Tasty Hut of NC LLC	036598	11911 Hwy 226 N	Spruce Pine Shopping Mall	Spruce Pine	NC	28777	828/765-5511
ADT Carolina LLC	035595	511 S. Hwy. 27		Stanley	NC	28164	704/263-4999
ADT Carolina LLC	035581	940 Davie Ave Ste C		Statesville	NC	28677	704/878-6500
SDS Restaurant Group, LLC	030961	1450 W Corbet St Unit 101	Parcel ID # 1313-7	Swansboro	NC	28584	910/325-7448
SDS Restaurant Group, LLC	028326	1502 Western Blvd		Tarboro	NC	27886	252/823-1921
ADT Carolina LLC	035568	569-C 3rd St, Space 4		Taylorsville	NC	28681	828/632-4433
Tasty Hut of NC LLC	036662	903 Randolph Street		Thomasville	NC	27360	336/472-2222
Tasty Hut of NC LLC	036627	1181 Main St. West		Valdese	NC	28690	828/879-8277
Carolina Pizza Huts, Inc.	036716	1118 E Caswell St.		Wadesboro	NC	28170	704/694-9472
Tasty Hut of NC LLC	037653	11480 Capital Blvd Ste 135		Wake Forest	NC	27587	919/556-9190
Hut Carolinas LLC	037929	5188 Reidsville Rd.		Walkertown	NC	27051	336/595-1459
SDS Restaurant Group, LLC	028312	1375 N Norwood St		Wallace	NC	28466	910/285-4703
SDS Restaurant Group, LLC	028319	1310 W. 15th		Washington	NC	27889	252/946-4544
Carolina Pizza Huts, Inc.	031353	703 W South Main St.		Waxhaw	NC	28173	704/627-2021
Tasty Hut of NC LLC	036571	124 Frazier Street	Suite 1&2	Waynesville	NC	28786	828/452-5547
Carolina Pizza Huts, Inc.	032887	5943 Weddington Rd, Suite 104		Wesley Chapel	NC	28104	704/821-0501
Hut Carolinas LLC	037908	84 White Crossing Plaza		Whiteville	NC	28472	910/642-6996
Ayvaz Pizza, LLC	039456	90 Cape Fear Dr		Whitsett	NC	27377	336/663-0655
Tasty Hut of NC LLC	036620	584 Casino Trl		Whittier	NC	28789	828/497-5600
Tasty Hut of NC LLC	036572	1204 School St		Wilkesboro	NC	28697	336/667-2023
Tasty Hut of NC LLC	036647	1037 Brentway Ave.		Williamston	NC	27892	252/792-1036
SDS Restaurant Group, LLC	028323	4016 Oleander Dr.		Wilmington	NC	28403	910/799-3650
SDS Restaurant Group, LLC	030528	2601 Castle Hayne Rd.		Wilmington	NC	28401	910/772-2311
SDS Restaurant Group, LLC	033632	7116 Market Street		Wilmington	NC	28411	910/686-7500
SDS Restaurant Group, LLC	028315	1702 Glendale Dr		Wilson	NC	27893	252/237-6653
SDS Restaurant Group, LLC	028331	3710 Peppermill Drive		Wilson	NC	27896	252/243-5900
Carolina Pizza Huts, Inc.	030869	209 North Main St.		Wingate	NC	28174	704/233-0468
Hut Carolinas LLC	037927	189 Hickory Tree Road, Suite 106B		Winston Salem	NC	27107	336/764-5558
Hut Carolinas LLC	037935	5952 University Pkwy, Ste E		Winston-Salem	NC	27105	336/377-2747
Hut Carolinas LLC	037937	1256 S Stratford Rd		Winston-Salem	NC	27103	336/768-9933
Hut Carolinas LLC	037940	3025 Waughtown St		Winston-Salem	NC	27107	336/788-9052
Hut Carolinas LLC	042156	3193 Peters Creek Parkway, Unit D		Winston-Salem	NC	27127	336/733-7165
SDS Restaurant Group, LLC	036119	701 W Fire Tower Rd Unit A		Winterville	NC	28590	252/321-7555
Tasty Hut of NC LLC	036611	914 S State St		Yadkinville	NC	27055	336/679-7886
Tasty Hut of NC LLC	036606	151 Wakelon St		Zebulon	NC	27597	919/269-6455
Hut Dakotas LLC	037996	2020 N 12th St		Bismarck	ND	58501	701/258-1100

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Hut Dakotas LLC	038013	1012 S 12th St	Ste 100	Bismarck	ND	58504	701/223-2300
Russ Klug, individually and DeLonnes Klug, individ	033427	22 S State Ave		Dickinson	ND	58601	701/225-8000
Hut Dakotas LLC	037997	4701 13th Ave SW		Fargo	ND	58103	701/281-9000
Hut Dakotas LLC	037998	3051 25th St S Ste E		Fargo	ND	58103	701/232-2900
Hut Dakotas LLC	041860	2812 Broadway North		Fargo	ND	58102	701/929-8935
Hut Dakotas LLC	037999	1418 S. Washington St.		Grand Forks	ND	58201	701/772-6000
Hut Dakotas LLC	038012	503 E Main St, Ste 1		Mandan	ND	58554	701/663-8095
Hut Dakotas LLC	038009	1407 S Broadway		Minot	ND	58701	701/852-2000
Hut Dakotas LLC	038015	3163 Bluestem Dr, Suite 103		West Fargo	ND	58078	701/433-1793
Russ Klug, individually and DeLonnes Klug, individ	035163	2609 1st Ave. West		Williston	ND	58801	701/572-9000
Platte County Pizza Hut, Inc.	006902	1065 E 4th		Ainsworth	NE	69210	402/387-1830
GIPH Restaurants, L.L.C.	012276	236 S 2nd St		Albion	NE	68620	402/395-6281
High Plains Pizza Hut, Inc.	037149	1239 W 3rd St		Alliance	NE	69301	308/762-2920
High Plains Pizza Hut, Inc.	034011	909 Alden Dr		Auburn	NE	68305	402/274-4391
Staab PH Units, L.L.C.	007688	1515 10th St		Aurora	NE	68818	402/694-6599
Staab PH Units, L.L.C.	007686	2400 N 6th St		Beatrice	NE	68310	402/228-3317
Platte County Pizza Hut, Inc.	041533	11515 S 36th St		Bellevue	NE	68123	402/291-2999
Platte County Pizza Hut, Inc.	041537	1411 Galvin Rd S		Bellevue	NE	68005	402/291-5900
High Plains Pizza Hut, Inc.	038914	1045 S Highway 30		Blair	NE	68008	402/426-4006
GIPH Restaurants, L.L.C.	006386	329 E South E St		Broken Bow	NE	68822	308/872-6472
High Plains Pizza Hut, Inc.	041521	1202 G St		Central City	NE	68826	308/946-3013
High Plains Pizza Hut, Inc.	025737	277 Lake		Chadron	NE	69337	308/432-4408
Platte County Pizza Hut, Inc.	010313	2510 23rd St		Columbus	NE	68601	402/564-3366
GIPH Restaurants, L.L.C.	009137	315 S Meridian Ave		Cozad	NE	69130	308/784-2200
Staab PH Units, L.L.C.	023679	845 East Hwy. 33		Crete	NE	68333	402/826-4361
High Plains Pizza Hut, Inc.	034008	505 E 14th St		Fairbury	NE	68352	402/729-6106
GIPH Restaurants, L.L.C.	013214	1781 East 23rd South		Fremont	NE	68025	402/721-1212
High Plains Pizza Hut, Inc.	009231	100 E Hwy 20		Gordon	NE	69343	308/282-0500
GIPH Restaurants, L.L.C.	020861	415 Platte River Drive		Gothenburg	NE	69138	308/537-3697
GIPH Restaurants, L.L.C.	014328	707 N Diers Ave		Grand Island	NE	68803	308/398-2093
GIPH Restaurants, L.L.C.	034149	1608 S. Locust		Grand Island	NE	68801	308/398-1219
GIPH Restaurants, L.L.C.	038956	131 N Burlington Ave		Hastings	NE	68901	402/463-9869
High Plains Pizza Hut, Inc.	041519	320 Blaine St		Holdrege	NE	68949	308/995-6162
High Plains Pizza Hut, Inc.	026767	401 Broadway		Imperial	NE	69033	308/882-4511
High Plains Pizza Hut, Inc.	041520	2411 Avenue G		Kearney	NE	68847	308/237-1266
GMRG ACQ 1, LLC	035676	215 S Webster St		Kimball	NE	69145	308/235-3604
Platte County Pizza Hut, Inc.	041524	8600 Andermatt Dr Ste 3		Lincoln	NE	68526	402/423-0212
Platte County Pizza Hut, Inc.	041526	5533 NW 1st Street		Lincoln	NE	68521	402/467-0509
Platte County Pizza Hut, Inc.	041527	5609 South 27th St., Suite B		Lincoln	NE	68512	402/328-0553
Platte County Pizza Hut, Inc.	041529	1550 S. Coddington, Suite A		Lincoln	NE	68522	402/435-0313
Platte County Pizza Hut, Inc.	041534	5540 South St Ste 108		Lincoln	NE	68506	402/486-3500
Platte County Pizza Hut, Inc.	041535	2662 Cornhusker Hwy Ste 2b		Lincoln	NE	68521	402/464-4600
Platte County Pizza Hut, Inc.	041536	2340 N 48th St		Lincoln	NE	68504	402/466-5533
GIPH Restaurants, L.L.C.	010721	120 Saddle Ln		Madison	NE	68748	402/454-6696
GIPH Restaurants, L.L.C.	018818	811 North Highway 83		McCook	NE	69001	308/345-4150
GIPH Restaurants, L.L.C.	009136	1226 N Brown Ave		Minden	NE	68959	308/832-0380
High Plains Pizza Hut, Inc.	034007	1104 14th Corso		Nebraska City	NE	68410	402/873-7761
GIPH Restaurants, L.L.C.	012509	910 W Benjamin		Norfolk	NE	68701	402/379-4470
GIPH Restaurants, L.L.C.	024065	506 S 25th Street		Norfolk	NE	68701	402/371-7750
High Plains Pizza Hut, Inc.	041517	202 S Dewey St		North Platte	NE	69103	308/221-7394
High Plains Pizza Hut, Inc.	041518	516 E 1st St		Ogallala	NE	69153	308/284-6006

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Platte County Pizza Hut, Inc.	041523	16016 Evans Street, Bay 110	American Interstate Place II	Omaha	NE	68116	402/498-2714
Platte County Pizza Hut, Inc.	041525	14440 F St		Omaha	NE	68137	402/895-8042
Platte County Pizza Hut, Inc.	041530	7519 Pacific St		Omaha	NE	68114	402/399-9898
Platte County Pizza Hut, Inc.	041531	5024 Underwood Ave		Omaha	NE	68132	402/556-4000
Platte County Pizza Hut, Inc.	041532	2902 S 24th St		Omaha	NE	68108	402/345-1000
Platte County Pizza Hut, Inc.	041538	8402 Q St		Omaha	NE	68127	402/331-7277
Platte County Pizza Hut, Inc.	041539	16847 Q St		Omaha	NE	68135	402/895-3333
Platte County Pizza Hut, Inc.	041540	17845 Pierce Plz		Omaha	NE	68130	402/333-3939
Platte County Pizza Hut, Inc.	041541	10929 Emmet St		Omaha	NE	68164	402/496-4200
Platte County Pizza Hut, Inc.	041542	4925 L St		Omaha	NE	68117	402/731-6131
Platte County Pizza Hut, Inc.	041528	11336 S. 96th St., Suite 101		Papillion	NE	68046	402/331-9999
Platte County Pizza Hut, Inc.	008322	204 Howard Ave		Saint Paul	NE	68873	308/754-4598
Staab PH Units, L.L.C.	021058	1604 F Street		Schuyler	NE	68661	402/352-5106
GMRG ACQ 1, LLC	035678	726 W 27th St		Scottsbluff	NE	69361	308/632-3022
High Plains Pizza Hut, Inc.	022257	572 Glover Rd.		Sidney	NE	69162	308/254-3200
High Plains Pizza Hut, Inc.	041516	1601 Dakota Ave		South Sioux City	NE	68776	402/494-2423
GIPH Restaurants, L.L.C.	007549	62107 US Highway 136		Tecumseh	NE	68450	402/335-4144
GIPH Restaurants, L.L.C.	028156	605 E. Hwy. 20		Valentine	NE	69201	402/376-3303
GIPH Restaurants, L.L.C.	014628	140 W 12th St		Wahoo	NE	68066	402/443-4692
Staab PH Units, L.L.C.	007690	901 E 7th St		Wayne	NE	68787	402/375-2540
GIPH Restaurants, L.L.C.	030527	136 E 13th St		West Point	NE	68788	402/372-5728
Staab PH Units, L.L.C.	029944	212 South Lincoln		York	NE	68467	402/362-4746
Tasty Hut Northeast LLC	039662	227 Washington St		Claremont	NH	03743	603/543-1243
Tasty Hut Northeast LLC	039658	148 Loudon Rd		Concord	NH	03301	603/224-3231
Tasty Hut Northeast LLC	039659	915 Central Ave		Dover	NH	03820	603/742-3949
Tasty Hut Northeast LLC	039682	503 Maple St		Manchester	NH	03104	603/623-4838
Tasty Hut Northeast LLC	039661	727 Milford Rd		Merrimack	NH	03054	603/883-5599
Tasty Hut Northeast LLC	039660	199 Daniel Webster Hwy S		Nashua	NH	03060	603/888-3553
Tasty Hut Northeast LLC	039663	303 N. Main Street		Rochester	NH	03866	603/332-6633
Tasty Hut Northeast LLC	039664	15 Lowes Drive		Tilton	NH	03276	603/286-3898
PCF Restaurant Group, LLC	033117	335 E White Horse Pike		Absecon	NJ	08205	609/748-0332
PCF Restaurant Group, LLC	039629	1541 Atlantic Ave.		Atlantic City	NJ	08401	609/428-4020
Chaac Pizza Northeast, LLC	037741	1236 Saint Georges Ave		Avenel	NJ	07001	848/304-5500
Chaac Pizza Northeast, LLC	036823	1347 Kennedy Blvd		Bayonne	NJ	07002	201/436-8000
Chaac Pizza Northeast, LLC	036803	720 Washington Ave		Belleville	NJ	07109	973/759-8244
Chaac Pizza Northeast, LLC	036813	391 S Washington Ave		Bergenfield	NJ	07621	201/385-9100
Chaac Pizza Northeast, LLC	041146	222 Bloomfield Ave		Bloomfield	NJ	07003	973/415-1003
PCF Restaurant Group, LLC	033121	45 Cornwell Drive		Bridgeton	NJ	08302	856/459-5769
PCF Restaurant Group, LLC	033122	512 Haddonfield Road, Chapel Plaza, Suite 3		Cherry Hill	NJ	08002	856/429-6688
PCF Restaurant Group, LLC	033127	1488 Blackwood-Clementon Rd		Clementon	NJ	08021	856/346-2104
Chaac Pizza Northeast, LLC	036821	850 Van Houten Ave		Clifton	NJ	07013	973/773-7575
PCF Restaurant Group, LLC	037064	1908A Route 27		Edison	NJ	08817	732/287-6410
PCF Restaurant Group, LLC	033115	6825 Tilton Rd		Egg Harbor Township	NJ	08234	609/641-2499
Chaac Pizza Northeast, LLC	036816	655 Newark Ave		Elizabeth	NJ	07208	908/352-2400
PCF Restaurant Group, LLC	033124	1980 North Olden Ave., Suite H		Ewing	NJ	08628	609/883-4881
PCF Restaurant Group, LLC	033125	314 Rowan Blvd.		Glassboro	NJ	08028	856/307-7488
Chaac Pizza Northeast, LLC	036824	7001 Bergenline Ave		Guttenberg	NJ	07093	201/869-9000
Chaac Pizza Northeast, LLC	036820	53-55 Essex St		Hackensack	NJ	07601	201/343-8400
PCF Restaurant Group, LLC	041939	3073 Route 35		Hazlet	NJ	07730	732/497-9012

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PCF Restaurant Group, LLC	038872	2275 W County Line Rd, Ste 12		Jackson	NJ	08527	732/370-2255
Chaac Pizza Northeast, LLC	036802	701 State Route 440		Jersey City	NJ	07305	201/433-1878
Chaac Pizza Northeast, LLC	036811	428 W Saint Georges Ave		Linden	NJ	07036	908/357-1010
PCF Restaurant Group, LLC	035124	930 W Route 70		Marlton	NJ	08053	856/890-7488
PCF Restaurant Group, LLC	033128	2841 E Arnold Ave		Mc Guire AFB	NJ	08641	609/723-2992
PCF Restaurant Group, LLC	033126	710 North Black Horse Pike		Mount Ephraim	NJ	08059	856/219-3323
Chaac Pizza Northeast, LLC	040406	467 Lyons Ave		Newark	NJ	07112	973/757-1004
Chaac Pizza Northeast, LLC	041316	198 Market Street		Newark	NJ	07102	862/227-3827
Chaac Pizza Northeast, LLC	036890	3101 Kennedy Blvd.		North Bergen	NJ	07047	201/867-2012
PCF Restaurant Group, LLC	036690	2245 Route 1		North Brunswick	NJ	08902	732/940-0808
PCF Restaurant Group, LLC	039126	731 Route 35 Space E		Ocean	NJ	07712	732/807-2006
PCF Restaurant Group, LLC	041916	2249 U.S. 9 Unit 2		Old Bridge	NJ	08857	732/654-1000
Chaac Pizza Northeast, LLC	036822	326 Monroe St		Passaic	NJ	07055	973/458-9000
PCF Restaurant Group, LLC	033123	269 N. Broadway (Rt. 49)		Pennsville	NJ	08070	856/678-4881
36 Pine Brook Pizza LLC	041917	36 U.S. 46		Pine Brook	NJ	07058	973/287-0099
Chaac Pizza Northeast, LLC	036818	140 S. Salem Street		Randolph	NJ	07869	973/328-7733
PCF Restaurant Group, LLC	034907	3301 Route 9 S		Rio Grande	NJ	08242	609/675-7488
Chaac Pizza Northeast, LLC	036800	536 Market St		Saddle Brook	NJ	07663	201/712-0320
PCF Restaurant Group, LLC	034024	511 Berlin-Cross Keys Rd		Sicklerville	NJ	08081	856/723-8888
PCF Restaurant Group, LLC	036687	5251 Stelton Rd		South Plainfield	NJ	07080	732/985-7755
PCF Restaurant Group, LLC	033113	211 Route 37 E		Toms River	NJ	08753	732/341-3883
PCF Restaurant Group, LLC	040606	1882 Hooper Ave		Toms River	NJ	08753	732/477-6755
PCF Restaurant Group, LLC	033120	630 Route 33		Trenton	NJ	08619	609/587-8342
Chaac Pizza Northeast, LLC	036815	1434 Stuyvesant Ave		Union	NJ	07083	908/688-2020
PCF Restaurant Group, LLC	033119	301 S Main Rd		Vineland	NJ	08360	856/691-0399
Chaac Pizza Northeast, LLC	036817	180 Main St		West Orange	NJ	07052	973/669-1700
Chaac Pizza Northeast, LLC	036801	1820 Route 46		West Paterson	NJ	07424	973/890-7056
PCF Restaurant Group, LLC	036496	798 Woodlane Rd, Unit #15		Westampton	NJ	08060	609/845-1953
PCF Restaurant Group, LLC	035125	4384 US-130		Willingboro	NJ	08046	609/326-6868
PCF Restaurant Group, LLC	033114	580 Mantua Ave		Woodbury	NJ	08096	856/853-0770
LaRaza Pizza, Inc.	026088	615 S. White Sands Blvd.		Alamogordo	NM	88310	575/437-9785
Ayvaz Pizza, LLC	040082	4801 Montano Rd NW, Suite B9		Albuquerque	NM	87120	505/898-7900
Ayvaz Pizza, LLC	040084	700 Lomas Blvd NW		Albuquerque	NM	87102	505/242-9400
Ayvaz Pizza, LLC	040089	8700 Central SE		Albuquerque	NM	87123	505/255-9000
Ayvaz Pizza, LLC	040099	2916 San Mateo NE		Albuquerque	NM	87110	505/880-1300
Ayvaz Pizza, LLC	040101	410 Washington SE		Albuquerque	NM	87108	505/266-6666
Ayvaz Pizza, LLC	040107	3055 Coors Blvd		Albuquerque	NM	87121	505/873-3753
Ayvaz Pizza, LLC	040108	7120 Wyoming NE, Suite 1A		Albuquerque	NM	87109	505/821-3222
Ayvaz Pizza, LLC	040109	10660 Unser Blvd Suite C		Albuquerque	NM	87114	505/792-3344
Ayvaz Pizza, LLC	040110	4400 Wyoming Blvd. NE		Albuquerque	NM	87109	505/293-2500
Ayvaz Pizza, LLC	040111	303 Coors Blvd NW		Albuquerque	NM	87121	505/831-1133
LaRaza Pizza, Inc.	010926	1911 W. Main		Artesia	NM	88210	575/748-1204
Ayvaz Pizza, LLC	040092	222 W Aztec Blvd		Aztec	NM	87410	505/334-7516
Ayvaz Pizza, LLC	040096	220 S Main		Belen	NM	87002	505/864-7724
Ayvaz Pizza, LLC	039188	1201 S. Canal		Carlsbad	NM	88220	575/887-1922
LaRaza Pizza, Inc.	010191	312 S 1st St		Clayton	NM	88415	575/374-2171
Hut New Mexico LLC	041782	1200 21st St.		Clovis	NM	88101	575/762-3843
Hut New Mexico LLC	041783	3317 North Prince Street		Clovis	NM	88101	575/769-2629
Ayvaz Pizza, LLC	040102	300 E Cedar St		Deming	NM	88030	575/546-6587
Ayvaz Pizza, LLC	040106	644 Riverside Drive		Espanola	NM	87532	505/753-7103
Ayvaz Pizza, LLC	040083	2710 E 20th St		Farmington	NM	87402	505/325-7500
Ayvaz Pizza, LLC	040086	657 W. Main		Farmington	NM	87401	505/325-1700
Ayvaz Pizza, LLC	040085	715 N. Hwy 491		Gallup	NM	87301	505/722-7762

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Ayvaz Pizza, LLC	040087	1510 E Hwy 66		Gallup	NM	87301	505/722-7731
Ayvaz Pizza, LLC	040095	108 Santa Fe Ave.		Grants	NM	87020	505/287-4442
Ayvaz Pizza, LLC	039177	2112 N Turner St		Hobbs	NM	88240	575/397-6467
Ayvaz Pizza, LLC	039518	3920 N Lovington Hwy Ste 100		Hobbs	NM	88240	575/552-0011
Ayvaz Pizza, LLC	040090	1492 N Main St		Las Cruces	NM	88001	575/524-0953
Ayvaz Pizza, LLC	040093	2205 Missouri Ave		Las Cruces	NM	88001	575/522-4566
Ayvaz Pizza, LLC	040105	1615 7th Street		Las Vegas	NM	87701	505/425-9322
Ayvaz Pizza, LLC	040088	2540 Main St NE		Los Lunas	NM	87031	505/865-4487
Ayvaz Pizza, LLC	039176	602 S Main Ave		Lovington	NM	88260	575/396-4062
Hut New Mexico LLC	041784	1001 N Chicago		Portales	NM	88130	575/359-1277
Ayvaz Pizza, LLC	039589	4405 Jager Dr NE suite 3C		Rio Rancho	NM	87144	505/867-3323
Ayvaz Pizza, LLC	040104	2608 Southern Blvd.		Rio Rancho	NM	87124	505/892-1111
LaRaza Pizza, Inc.	014041	3013 N Main		Roswell	NM	88201	575/623-7392
LaRaza Pizza, Inc.	023162	1623 S Main St.		Roswell	NM	88203	575/623-1250
Restaurant Business Investments, Inc.	037697	725 Sudderth Dr		Ruidoso	NM	88345	575/257-5161
Ayvaz Pizza, LLC	040094	4250 Cerrillos Rd		Santa Fe	NM	87507	505/473-3536
Ayvaz Pizza, LLC	040091	Pope & Us Hwy 180		Silver City	NM	88061	575/388-2558
Ayvaz Pizza, LLC	040100	1934 N Date St		Truth Or Consequences	NM	87901	575/894-9001
LaRaza Pizza, Inc.	014570	2402 S First Street		Tucumcari	NM	88401	575/461-3770
PacPizza, LLC	011662	2441 N Carson St		Carson City	NV	89706	775/882-5878
MP² Enterprises, LLC	027596	9 Retail Rd., #8		Dayton	NV	89403	775/246-0481
MP² Enterprises, LLC	023661	2200 Idaho St		Elko	NV	89801	775/738-2171
MP² Enterprises, LLC	029756	615 E. Williams Ave.		Fallon	NV	89406	775/423-1123
MP² Enterprises, LLC	027298	1201 Penny Lane		Fernley	NV	89408	775/835-8198
Las Vegas Pizza LLC	026590	1280 Warm Springs Rd.		Henderson	NV	89014	702/451-9011
Las Vegas Pizza LLC	026595	2850 Bicentennial Pkwy.	#130	Henderson	NV	89044	702/260-0679
Las Vegas Pizza LLC	026597	642 E. Horizon Dr.	#130	Henderson	NV	89015	702/558-9032
Las Vegas Pizza LLC	026599	6510 Boulder Hwy,	Bldg F #102	Henderson	NV	89122	702/433-3371
Las Vegas Pizza LLC	026607	714 S Boulder Hwy		Henderson	NV	89015	702/566-9011
Las Vegas Pizza LLC	026619	1500 N Green Valley Pkwy.	#120 Bldg 100	Henderson	NV	89074	702/260-9011
Las Vegas Pizza LLC	026625	10525 S Eastern Ave.	#130	Henderson	NV	89052	702/407-0912
Las Vegas Pizza LLC	026586	3101 Las Vegas Blvd N		Las Vegas	NV	89115	702/644-9011
Las Vegas Pizza LLC	026591	7645 S. Rainbow Blvd.	Bldg. B	Las Vegas	NV	89139	702/269-4917
Las Vegas Pizza LLC	026592	5105 E. Sahara Ave., suite K		Las Vegas	NV	89142	702/457-2634
Las Vegas Pizza LLC	026596	8090 Blue Diamond Rd. Suite 140		Las Vegas	NV	89178	702/270-0796
Las Vegas Pizza LLC	026598	5255 S. Decatur Blvd.	#113	Las Vegas	NV	89118	702/895-9011
Las Vegas Pizza LLC	026601	274 S Decatur Blvd		Las Vegas	NV	89107	702/258-9011
Las Vegas Pizza LLC	026602	6370 W Flamingo Rd.	#17A	Las Vegas	NV	89103	702/251-9011
Las Vegas Pizza LLC	026603	560 N. Nellis Blvd.	#E1	Las Vegas	NV	89110	702/438-9011
Las Vegas Pizza LLC	026605	3050 E Desert Inn Rd.	#101	Las Vegas	NV	89121	702/735-9011
Las Vegas Pizza LLC	026606	2625 E Tropicana Ave Ste H		Las Vegas	NV	89121	702/435-9011
Las Vegas Pizza LLC	026608	4945 W Craig Rd.		Las Vegas	NV	89130	702/658-9011
Las Vegas Pizza LLC	026609	8140 S. Eastern Ave.	#1	Las Vegas	NV	89123	702/263-9011
Las Vegas Pizza LLC	026611	9014 West Sahara Ave.	#3-L	Las Vegas	NV	89117	702/363-5555
Las Vegas Pizza LLC	026613	7065 W. Ann Rd.	#110	Las Vegas	NV	89130	702/839-0116
Las Vegas Pizza LLC	026614	1840 East Charleston Blvd.	K6	Las Vegas	NV	89104	702/385-9011
Las Vegas Pizza LLC	026616	6895 E. Lake Mead Blvd	#A-1	Las Vegas	NV	89156	702/453-9011
Las Vegas Pizza LLC	026620	445 E Windmill Lane	Suite 1B Las Palmes Shop Ctr	Las Vegas	NV	89123	702/270-9011
Las Vegas Pizza LLC	026621	6130 W Lake Mead Blvd		Las Vegas	NV	89108	702/648-9011
Las Vegas Pizza LLC	026622	4440 S Durango Dr Ste H		Las Vegas	NV	89147	702/253-9011

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Las Vegas Pizza LLC	026623	10260 W. Charleston Blvd	#J5	Las Vegas	NV	89135	702/341-9110
Las Vegas Pizza LLC	026624	10520 Southern Highlands Pkwy.		Las Vegas	NV	89141	702/407-9090
Las Vegas Pizza LLC	028551	8380 N. Decatur Blvd., Suite 101		Las Vegas	NV	89131	702/396-9011
Las Vegas Pizza LLC	031073	10420 W Cheyenne Ave., Suite 110		Las Vegas	NV	89129	702/395-9011
Las Vegas Pizza LLC	031621	1131 Tropicana Ave Suite B		Las Vegas	NV	89119	702/732-9011
Las Vegas Pizza LLC	031852	931 S Rainbow Blvd		Las Vegas	NV	89145	702/363-9011
Las Vegas Pizza LLC	032584	6415 S Fort Apache Rd Ste 110		Las Vegas	NV	89148	702/545-0050
Las Vegas Pizza LLC	033405	2600 W Sahara Ave, Suite 102		Las Vegas	NV	89102	702/362-9011
Las Vegas Pizza LLC	034940	345 E Silverado Ranch Blvd	Ste 120	Las Vegas	NV	89183	702/799-9077
Las Vegas Pizza LLC	034954	6894 N Hualapai Way	Suite 110	Las Vegas	NV	89149	702/838-9011
Las Vegas Pizza LLC	035879	4620 E Flamingo Rd. Suite A		Las Vegas	NV	89121	702/458-9011
Las Vegas Pizza LLC	036278	4450 E Charleston Blvd Ste 1		Las Vegas	NV	89110	702/430-8031
Las Vegas Pizza LLC	038809	8461 Farm Rd Ste 110		Las Vegas	NV	89131	702/395-8623
MP² Enterprises, LLC	035387	1155 W Pioneer Blvd		Mesquite	NV	89027	702/346-5009
Las Vegas Pizza LLC	026593	6355 N. Commerce St.	#101	North Las Vegas	NV	89031	702/399-1221
Las Vegas Pizza LLC	026612	2509 E Lake Mead Blvd		North Las Vegas	NV	89030	702/649-9011
Las Vegas Pizza LLC	026615	3925 Martin Luther King Jr. Blvd.		North Las Vegas	NV	89030	702/399-9011
Las Vegas Pizza LLC	026626	3000 West Ann Rd.	#104	North Las Vegas	NV	89031	702/656-3552
Las Vegas Pizza LLC	032340	2800 E Tropical Ave #110		North Las Vegas	NV	89081	702/489-3500
MP² Enterprises, LLC	029832	920 Pahrump Valley Blvd.		Pahrump	NV	89048	775/727-7952
PacPizza, LLC	011681	1295 W 7th St		Reno	NV	89503	775/746-3334
PacPizza, LLC	011682	6015-D S. Virginia,delmonte Plaza		Reno	NV	89502	775/851-1220
MP² Enterprises, LLC	030577	202 Lemmon Dr.		Reno	NV	89506	775/972-0291
PacPizza, LLC	011663	632 E Prater Way		Sparks	NV	89431	775/358-1400
MP² Enterprises, LLC	041208	15 Eagle Canyon Dr.		Sparks	NV	89441	775/276-6550
MP² Enterprises, LLC	039630	5055 Sun Valley Blvd #370		Sun Valley	NV	89433	775/420-4004
MP² Enterprises, LLC	023663	1751 Pueblo Blvd		West Wendover	NV	89883	775/664-4433
Tasty Hut Northeast LLC	039675	203 Wolf Rd		Albany	NY	12205	518/458-1221
Maruti PH Group LLC	041000	4005 Sheridan Dr		Amherst	NY	14226	716/810-7693
Tasty Hut Northeast LLC	040121	374 Grant Avenue		Auburn	NY	13021	315/255-2756
Chaac Pizza Northeast, LLC	036825	717 Suffolk Ave		Brentwood	NY	11717	631/231-2323
Tasty Hut Northeast LLC	039669	64 N Main St		Brockport	NY	14420	585/637-2154
Chaac Pizza Northeast, LLC	036889	2829 Edson Avenue		Bronx	NY	10469	718/320-0126
Chaac Pizza Northeast, LLC	036898	2019 Westchester Avenue		Bronx	NY	10462	718/822-2909
Chaac Pizza Northeast, LLC	036899	601 Westchester Avenue		Bronx	NY	10455	718/585-1401
Chaac Pizza Northeast, LLC	036934	765 E Gun Hill Rd		Bronx	NY	10467	718/547-2716
Chaac Pizza Northeast, LLC	038958	1048 Ogden Ave		Bronx	NY	10452	347/226-5938
Chaac Pizza Northeast, LLC	039120	306 E 204th St		Bronx	NY	10467	516/706-0560
Chaac Pizza Northeast, LLC	039709	213 W 230th Street		Bronx	NY	10463	718/530-1007
Chaac Pizza Northeast, LLC	040517	3429 E Tremont Ave		Bronx	NY	10465	718/414-1113
Chaac Pizza Northeast, LLC	041436	601 East Tremont Avenue		Bronx	NY	10457	929/575-6009
Chaac Pizza Northeast, LLC	036903	8925 Avenue D		Brooklyn	NY	11236	718/451-0236
Chaac Pizza Northeast, LLC	036933	1501 Pitkin Ave		Brooklyn	NY	11212	718/922-6532
Chaac Pizza Northeast, LLC	038797	1448 Nostrand Ave		Brooklyn	NY	11226	929/551-0010
Chaac Pizza Northeast, LLC	038847	37 Hillel Pl		Brooklyn	NY	11210	929/551-0009
Chaac Pizza Northeast, LLC	038860	29 Marcus Garvey Blvd		Brooklyn	NY	11206	929/551-0011
Chaac Pizza Northeast, LLC	040644	1413 Fulton St		Brooklyn	NY	11216	347/471-2733
Maruti PH Group LLC	041147	3669 Delaware Ave		Buffalo	NY	14223	716/235-3167
Maruti PH Group LLC	041150	2150 Delaware Ave		Buffalo	NY	14216	716/463-5358
The Daland Corporation	007408	5933 US Highway 11	University Shopping Ctr.	Canton	NY	13617	315/386-4170
The Daland Corporation	014046	60 Franklin St. Suite 1		Carthage	NY	13619	315/493-0100
Maruti PH Group LLC	041149	4255 Genesee St		Cheektowaga	NY	14225	716/314-1034

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Tasty Hut Northeast LLC	039667	7801 Route 11		Cicero	NY	13039	315/458-2860
Tasty Hut Northeast LLC	039678	1689 Us Route 9		Clifton Park	NY	12065	518/371-4400
Allegany Pizza LLC	039653	55 E. Pulteney St		Corning	NY	14830	607/654-5060
Maruti PH Group LLC	040999	4770 Transit Rd		Depew	NY	14043	716/309-2708
Tasty Hut Northeast LLC	039665	570 Kinne St		East Syracuse	NY	13057	315/437-7959
YOLO, LLC	040792	299 S Main St		Elmira	NY	14904	607/846-4004
The Daland Corporation	010306	27216 Patriot Place		Evans Mills	NY	13637	315/629-2000
Tasty Hut Northeast LLC	041768	354 Broadway		Fort Edward	NY	12828	518/747-4148
The Daland Corporation	006658	317 W 1st St		Fulton	NY	13069	315/598-4300
Allegany Pizza LLC	041433	4279 Genesee Valley Plaza Rd		Geneseo	NY	14454	585/549-2205
Chaac Pizza Northeast, LLC	038746	760 Fulton Ave		Hempstead	NY	11550	516/670-1177
MPS Pizza LLC	032661	1 Newbridge Road		Hicksville	NY	11801	516/935-3100
Huntington Pizza LLC	032746	1888 New York Ave		Huntington Station	NY	11746	631/306-7006
Chaac Pizza Northeast, LLC	036902	111-02 Sutphin Blvd.		Jamaica	NY	11435	718/206-2403
Tasty Hut Northeast LLC	039672	218 Reynolds Rd Suite 3		Johnson City	NY	13790	607/798-7527
Tasty Hut Northeast LLC	041763	22 Sullivan Avenue		Liberty	NY	12754	845/292-6644
Tasty Hut Northeast LLC	039668	7365 Oswego Rd		Liverpool	NY	13090	315/451-8200
Maruti PH Group LLC	041657	5774 S Transit Rd		Lockport	NY	14094	716/478-0000
The Daland Corporation	008019	3397 State Route 11		Malone	NY	12953	518/483-7350
The Daland Corporation	024197	4 Malby Avenue		Massena	NY	13662	315/764-1703
Middle Island Pizza LLC	032689	858 Middle Country Rd		Middle Island	NY	11953	631/448-8080
Chaac Pizza Northeast, LLC	036807	280 Route 211 East	Suite 115, Box 11	Middletown	NY	10940	845/343-8180
Chaac Pizza Northeast, LLC	041053	1751 East Main Street		Mohegan Lake	NY	10547	914/528-1111
Chaac Pizza Northeast, LLC	041393	50 Gramatan Ave		Mount Vernon	NY	10550	914-308-3710
Chaac Pizza Northeast, LLC	036810	214 NY-59		Nanuet	NY	10954	845/624-2203
Tasty Hut Northeast LLC	039671	8400 Seneca Tpke		New Hartford	NY	13413	315/733-5357
Chaac Pizza Northeast, LLC	040003	1980 Amsterdam Ave		New York	NY	10032	917/962-8186
City Pizza Development LLC	040937	932 8th Ave		New York	NY	10019	929/645-2154
Chaac Pizza Northeast, LLC	041117	940 Columbus Ave		New York	NY	10025	212/444-7911
Chaac Pizza Northeast, LLC	041407	1598 Saint Nicholas Ave		New York	NY	10040	212/444-7912
Chaac Pizza Northeast, LLC	041834	1913 3rd Ave		New York	NY	10029	929/575-6003
City Pizza Development LLC	041923	264 West 23rd Street		New York	NY	10011	646/532-6486
Chaac Pizza Northeast, LLC	036805	75 N Plank Rd		Newburgh	NY	12550	845/562-5970
Tasty Hut Northeast LLC	041769	6096 State Hwy 12	Route 12, Box 564	Norwich	NY	13815	607/334-5000
The Daland Corporation	007423	1010 Patterson St		Ogdensburg	NY	13669	315/393-1927
Allegany Pizza LLC	039654	610 N. Union St		Olean	NY	14760	585/378-8800
Chaac Pizza Northeast, LLC	036826	8920 Atlantic Ave		Ozone Park	NY	11416	718/848-4500
Patchogue Pizza, LLC	029260	500 Medford Avenue		Patchogue	NY	11772	631/475-0271
The Daland Corporation	006951	370 State Route 3		Plattsburgh	NY	12901	518/563-8590
The Daland Corporation	007227	62 Market St		Potsdam	NY	13676	315/265-2016
Chaac Pizza Northeast, LLC	041001	84-23 37th Ave		Queens	NY	11372	718/730-1003
Chaac Pizza Northeast, LLC	041390	34-15 Steinway Street		Queens	NY	11101	347/381-5852
Chaac Pizza Northeast, LLC	041894	59-01 Roosevelt Avenue		Queens	NY	11377	718/593-8182
Chaac Pizza Northeast, LLC	036827	22003 Hillside Ave		Queens Village	NY	11427	718/776-0606
Tasty Hut Northeast LLC	041766	97 Main St		Queensbury	NY	12801	518/792-3698
Chaac Pizza Northeast, LLC	036828	9608 Queens Blvd		Rego Park	NY	11374	718/896-9800
Tasty Hut Northeast LLC	039670	3920 Dewey Ave		Rochester	NY	14616	585/621-6470
Tasty Hut Northeast LLC	039673	2255 E Ridge Road		Rochester	NY	14622	585/266-5333
Tasty Hut Northeast LLC	039681	2177 E Henrietta Rd		Rochester	NY	14623	585/334-6185
Tasty Hut Northeast LLC	039666	1127 Erie Blvd		Rome	NY	13440	315/337-7709
Tasty Hut Northeast LLC	041765	8 N Ballston		Saratoga Springs	NY	12866	518/584-1814

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Chaac Pizza Northeast, LLC	036830	919 Central Ave		Scarsdale	NY	10583	914/725-6480
Tasty Hut Northeast LLC	039677	1820 Altamont Ave		Schenectady	NY	12303	518/356-5655
Shirley Pizza, LLC	029818	534 William Floyd Parkway		Shirley	NY	11967	631/772-6600
Tasty Hut Northeast LLC	041764	2 Mang Dr		Sidney	NY	13838	607/563-1000
Tasty Hut Northeast LLC	039680	849 2nd Avenue		Troy	NY	12182	518/233-1827
MPS Pizza LLC	028365	3344 Jerusalem Ave.		Wantagh	NY	11793	516/781-3300
The Daland Corporation	014674	20800 Bys Rte 3		Watertown	NY	13601	315/782-2751
Tasty Hut Northeast LLC	039674	1900 Empire Blvd		Webster	NY	14580	585/671-2800
Chaac Pizza Northeast, LLC	036806	61 Old Country Rd		Westbury	NY	11590	516/334-7251
SFR X Holdings, LLC	040169	2797 E Waterloo Rd		Akron	OH	44312	330/784-2525
SFR X Holdings, LLC	040170	2665 Manchester Rd		Akron	OH	44319	330/745-4000
SFR X Holdings, LLC	040184	1694 W Market St		Akron	OH	44313	330/869-4848
SFR X Holdings, LLC	040187	2383 S Main St		Akron	OH	44319	330/724-2229
SFR X Holdings, LLC	040208	1591 Copley Rd		Akron	OH	44320	330/864-4444
SFR X Holdings, LLC	040234	396 East Market		Akron	OH	44304	330/535-4444
SFR X Holdings, LLC	040185	2200 W State Street		Alliance	OH	44601	330/823-4433
Maruti PH Group LLC	041300	1761 E Ohio Pike		Amelia	OH	45102	513/797-7100
SFR X Holdings, LLC	040210	1274 Claremont Ave		Ashland	OH	44805	419/281-8999
SFR X Holdings, LLC	040177	1951 W Prospect Rd		Ashtabula	OH	44004	440/992-2828
Tasty Hut of WV LLC	040746	743 East State Street	Suite D-1	Athens	OH	45701	740/594-8195
SFR X Holdings, LLC	040227	70 Barrington Town Square Dr		Aurora	OH	44202	330/562-1888
SFR X Holdings, LLC	040202	377 Lear Rd Ste A		Avon Lake	OH	44012	440/930-8600
Eastlake Foods Ohio, LLC	032818	380 Dover Center Rd		Bay Village	OH	44140	440/835-7050
SFR X Holdings, LLC	040284	1195 N Fairfield Rd		Beavercreek	OH	45432	937/956-7676
SFR X Holdings, LLC	040270	609 S Main St		Bellefontaine	OH	43311	937/599-5128
TOH Pizza, Inc.	031010	240 W Main St.		Bellevue	OH	44811	419/483-4422
Sugar Creek Pizza, L.L.C.	027282	909 Washington Blvd		Belpre	OH	45714	740/423-5151
Eastlake Foods Ohio, LLC	042072	1103 West Bagley Road		Berea	OH	44017	440/239-0991
GOAT Pizza Midwest LLC	042342	7183 East Broad Street		Blacklick	OH	43004	614/328-0302
Maruti PH Group LLC	041294	9725 Kenwood Rd		Blue Ash	OH	45242	513/936-0400
TOH Pizza, Inc.	027255	1099 S Main St		Bowling Green	OH	43402	419/354-4444
SFR X Holdings, LLC	040250	677 Main St		Bridgeport	OH	43912	740/635-1300
Eastlake Foods Ohio, LLC	032812	7002 Biddulph Road		Brooklyn	OH	44144	216/741-9777
Buckeye Valley Pizza Hut, Ltd.	027108	428 N Wolf Creek		Brookville	OH	45309	937/833-2780
SFR X Holdings, LLC	040255	3706 Center Rd		Brunswick	OH	44212	330/225-4800
SFR X Holdings, LLC	040242	1401 W High St		Bryan	OH	43506	419/636-9002
Northern Ohio Pizza Co., Inc.	006845	1750 E Mansfield St		Bucyrus	OH	44820	419/562-0555
Sugar Creek Pizza, L.L.C.	027283	1175 Southgate Pkwy		Cambridge	OH	43725	740/439-5518
SFR X Holdings, LLC	040218	2230 Locust Street South		Canal Fulton	OH	44614	330/854-1000
GOAT Pizza Midwest LLC	042315	6326 Gender Road		Canal Winchester	OH	43110	614/920-9388
SFR X Holdings, LLC	040231	4166 Boardman Canfield Road		Canfield	OH	44406	330/702-9999
SFR X Holdings, LLC	040178	4526 W Tuscarawas Rd.		Canton	OH	44708	330/478-1800
SFR X Holdings, LLC	040183	3714 Cleveland Ave NW		Canton	OH	44709	330/493-5599
SFR X Holdings, LLC	040229	7220 Fulton Dr., Suite 203		Canton	OH	44718	330/834-3333
Sugar Creek Pizza, L.L.C.	011328	1102 Canton Rd NW		Carrollton	OH	44615	330/627-5149
Buckeye Valley Pizza Hut, Ltd.	012757	1152 E Market St		Celina	OH	45822	419/586-5900
SFR X Holdings, LLC	040191	544 Water St		Chardon	OH	44024	440/285-4454
GOAT Pizza Midwest LLC	042339	163 N Bridge St		Chillicothe	OH	45601	740/773-3555
Maruti PH Group LLC	041284	913 W Galbraith Rd		Cincinnati	OH	45231	513/522-4000
Maruti PH Group LLC	041290	4964 Delhi Pike Avenue		Cincinnati	OH	45238	513/922-4000
Maruti PH Group LLC	041291	6463 Glenway Avenue		Cincinnati	OH	45211	513/598-1210
Maruti PH Group LLC	041298	10591 Springfield Pike	Space C	Cincinnati	OH	45215	513/772-2555
Maruti PH Group LLC	041304	9632 Colerain Ave	Suite 21	Cincinnati	OH	45251	513/385-5220

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Maruti PH Group LLC	041308	440 Ohio Pike		Cincinnati	OH	45255	513/725-0111
Maruti PH Group LLC	041310	4530 Eastgate Blvd		Cincinnati	OH	45245	513/725-1555
GOAT Pizza Midwest LLC	042321	1240 N Court St		Circleville	OH	43113	740/477-6005
Eastlake Foods Ohio, LLC	032808	10616 Lorain Avenue		Cleveland	OH	44111	216/671-8747
Eastlake Foods Ohio, LLC	032809	18235 Euclid Ave	Suite FF	Cleveland	OH	44112	216/481-2009
Eastlake Foods Ohio, LLC	032817	14129 Puritas Avenue		Cleveland	OH	44135	216/671-8711
Eastlake Foods Ohio, LLC	032819	2211 Chester Ave	Suite B	Cleveland	OH	44114	216/344-5533
Eastlake Foods Ohio, LLC	032821	20515 Southgate Park Road	Suite 100	Cleveland	OH	44137	216/332-9770
Eastlake Foods Ohio, LLC	032822	6557 Broadway Ave		Cleveland	OH	44105	216/883-8583
Eastlake Foods Ohio, LLC	032825	5526 Turney Rd		Cleveland	OH	44125	216/663-9221
Eastlake Foods Ohio, LLC	032813	1903 South Taylor Rd		Cleveland Heights	OH	44118	216/321-1331
SFR X Holdings, LLC	040188	300 W. State Rte. 14		Columbiana	OH	44408	330/482-2623
GOAT Pizza Midwest LLC	042314	5121 N. Hamilton Rd.		Columbus	OH	43230	614/470-9972
GOAT Pizza Midwest LLC	042323	3880 Sullivant Ave		Columbus	OH	43228	614/272-2514
GOAT Pizza Midwest LLC	042326	3089 E Main St		Columbus	OH	43209	614/237-2441
GOAT Pizza Midwest LLC	042328	890 E Dublin Granville Rd		Columbus	OH	43229	614/885-7067
GOAT Pizza Midwest LLC	042333	4903 W Broad St		Columbus	OH	43228	614/870-1809
GOAT Pizza Midwest LLC	042334	1950 Cleveland Innis Plz		Columbus	OH	43224	614/263-0862
GOAT Pizza Midwest LLC	042336	1325 Harrisburg Pike		Columbus	OH	43223	614/351-1764
GOAT Pizza Midwest LLC	042340	7370 Sawmill Rd		Columbus	OH	43235	614/602-8735
GOAT Pizza Midwest LLC	042341	1382 N High St		Columbus	OH	43201	614/484-0089
SFR X Holdings, LLC	040233	367 State Street		Conneaut	OH	44030	440/593-5555
SFR X Holdings, LLC	040213	700 S 2nd St		Coshocton	OH	43812	740/622-1535
SFR X Holdings, LLC	040220	2893 State Street		Cuyahoga Falls	OH	44223	330/923-5000
SFR X Holdings, LLC	040264	4217 N Main St # 102		Dayton	OH	45405	937/277-9000
SFR X Holdings, LLC	040266	4939 Burkhardt Rd		Dayton	OH	45431	937/258-3110
SFR X Holdings, LLC	040267	9134 Lebanon Pike		Dayton	OH	45458	937/435-6676
SFR X Holdings, LLC	040277	6101 Far Hills Avenue		Dayton	OH	45459	937/438-8188
SFR X Holdings, LLC	040279	4315 W 3rd Street		Dayton	OH	45417	937/281-0888
SFR X Holdings, LLC	040280	2929 Harshman Road		Dayton	OH	45424	937/233-7672
TOH Pizza, Inc.	027252	1133 N Clinton St		Defiance	OH	43512	419/782-8307
GOAT Pizza Midwest LLC	042319	241 S Sandusky St		Delaware	OH	43015	740/369-7777
SFR X Holdings, LLC	040252	133 E 5th St		Delphos	OH	45833	419/695-8085
Sugar Creek Pizza, L.L.C.	036566	19 S Wooster Ave		Dover	OH	44622	330/365-2584
Eastlake Foods Ohio, LLC	032890	13592 Euclid Ave		East Cleveland	OH	44112	216/541-4444
SFR X Holdings, LLC	040173	16848 Saint Clair Ave		East Liverpool	OH	43920	330/385-6222
SFR X Holdings, LLC	040217	239 N Market St		East Palestine	OH	44413	330/426-9999
Peru Pizza Company, Inc.	022635	1732 N. Barron Street.		Eaton	OH	45320	937/456-7101
SFR X Holdings, LLC	040179	1001 E Broad St		Elyria	OH	44035	440/366-6630
SFR X Holdings, LLC	040190	5041 Abbe Rd		Elyria	OH	44035	440/934-1441
SFR X Holdings, LLC	040278	565 S Main Street		Englewood	OH	45322	937/832-3435
Eastlake Foods Ohio, LLC	032810	22455 Shore Center Drive		Euclid	OH	44123	216/731-1773
SFR X Holdings, LLC	040288	1272 Kauffman Ave		Fairborn	OH	45324	937/878-7585
Maruti PH Group LLC	041307	5245 Pleasant Avenue		Fairfield	OH	45014	513/829-0500
SFR X Holdings, LLC	040257	1208 Tiffin Ave.		Findlay	OH	45840	419/422-1000
SFR X Holdings, LLC	040291	1500 N Main St		Findlay	OH	45840	419/423-4811
TOH Pizza, Inc.	040989	1322 Oak Harbor Rd		Fremont	OH	43420	419/334-2661
Northern Ohio Pizza Co., Inc.	010691	820 Harding Way W		Galion	OH	44833	419/468-3343
Tasty Hut of WV LLC	040736	2101 Eastern Ave.		Gallipolis	OH	45631	740/446-7622
SFR X Holdings, LLC	040246	7999 State Street		Garrettsville	OH	44231	330/527-0909
SFR X Holdings, LLC	040292	777 S Broadway		Geneva	OH	44041	440/415-0550
Peru Pizza Company, Inc.	007541	4849 State Route 125		Georgetown	OH	45121	937/378-6742
SFR X Holdings, LLC	040276	1520 Wagner Avenue	Suite 300	Greenville	OH	45331	937/548-2336

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GOAT Pizza Midwest LLC	042316	2536 Columbus St		Grove City	OH	43123	614/539-3596
GOAT Pizza Midwest LLC	042343	3776 S Hamilton Rd		Groveport	OH	43125	614/835-5210
Maruti PH Group LLC	041305	1242 Main Street	Suite 114	Hamilton	OH	45013	513/868-3100
Maruti PH Group LLC	041309	2870 Menards Blvd, Suite 4		Hamilton	OH	45011	513/525-1717
Maruti PH Group LLC	041306	10459 Harrison Avenue		Harrison	OH	45030	513/367-0255
SFR X Holdings, LLC	040196	925 W Maple St		Hartville	OH	44632	330/877-8333
GOAT Pizza Midwest LLC	042332	4504 Cemetery Rd		Hilliard	OH	43026	614/876-2716
Arnold Family of Restaurants, LLC	041462	1461 N High St		Hillsboro	OH	45133	937/393-5718
JRP Restaurant Group, Inc.	032281	7350 Airport Highway		Holland	OH	43528	419/861-2331
SFR X Holdings, LLC	040240	893 N. Main Street		Hubbard	OH	44425	330/534-4114
SFR X Holdings, LLC	040289	6561 Brandt Pike		Huber Heights	OH	45424	937/236-0424
SFR X Holdings, LLC	040200	5840 Darrow Rd		Hudson	OH	44236	330/653-3888
Arnold Family of Restaurants, LLC	041439	621 Park Avenue		Ironton	OH	45638	740/532-9999
Tasty Hut of WV LLC	040731	800 E Main St		Jackson	OH	45640	740/286-6474
SFR X Holdings, LLC	040221	1715 State Route 59		Kent	OH	44240	330/678-0000
SFR X Holdings, LLC	040230	4118 State Hwy. 43		Kent	OH	44240	330/677-6767
Buckeye Valley Pizza Hut, Ltd.	012761	946 E Columbus St		Kenton	OH	43326	419/674-1217
SFR X Holdings, LLC	040285	900 E Dorothy Ln		Kettering	OH	45419	937/963-9797
GOAT Pizza Midwest LLC	042331	632 N Memorial Dr		Lancaster	OH	43130	740/653-3050
GOAT Pizza Midwest LLC	042322	25 Neverland Dr		Lewis Center	OH	43035	740/548-7430
Northern Ohio Pizza Co., Inc.	010354	1509 N Cable Rd		Lima	OH	45805	419/227-2233
Northern Ohio Pizza Co., Inc.	035903	1060 Bellefontaine Ave		Lima	OH	45804	419/228-2265
GOAT Pizza Midwest LLC	042338	12876 State Route 664, Suite B-7		Logan	OH	43138	740/380-0030
SFR X Holdings, LLC	040180	2300 Cooper-Foster Rd.		Lorain	OH	44053	440/282-9338
SFR X Holdings, LLC	040232	3490 Colorado Avenue		Lorain	OH	44052	440/288-6000
SFR X Holdings, LLC	040197	800 S Market St		Loudonville	OH	44842	419/994-5511
SFR X Holdings, LLC	040205	1408 N Chapel St		Louisville	OH	44641	330/875-5666
SFR X Holdings, LLC	040287	746 E Aurora Rd Ste 10		Macedonia	OH	44056	330/467-2215
Maruti PH Group LLC	041296	3972 Red Bank Road	Suite F	Madeira	OH	45227	513/271-0400
SFR X Holdings, LLC	040203	6640 N Ridge Rd		Madison	OH	44057	440/428-1155
Northern Ohio Pizza Co., Inc.	005962	1360 Lexington Ave		Mansfield	OH	44907	419/756-5755
Northern Ohio Pizza Co., Inc.	024323	365 N. Lexington Springmill Rd.		Mansfield	OH	44906	419/774-9464
Sugar Creek Pizza, L.L.C.	027285	12 Acme St		Marietta	OH	45750	740/373-7020
Northern Ohio Pizza Co., Inc.	010285	665 Delaware Ave		Marion	OH	43302	740/387-2500
GOAT Pizza Midwest LLC	042329	901 W 5th St		Marysville	OH	43040	937/644-3885
Buckeye Valley Pizza Hut, Ltd.	027622	5546 S. Kings Mills Rd.		Mason	OH	45040	513/336-9767
SFR X Holdings, LLC	040189	2400 Lincoln Way E		Massillon	OH	44646	330/837-4000
SFR X Holdings, LLC	040238	4180 Erie Avenue SW		Massillon	OH	44646	330/879-5727
JRP Restaurant Group, Inc.	032282	124 Chesterfield Lane		Maumee	OH	43537	419/893-0779
SFR X Holdings, LLC	040186	7345 Lakeshore Blvd		Mentor	OH	44060	440/257-0215
SFR X Holdings, LLC	040192	9225 Mentor Ave		Mentor	OH	44060	440/255-2121
SFR X Holdings, LLC	040274	1200 East Central Avenue		Miamisburg	OH	45342	937/247-0309
SFR X Holdings, LLC	040201	15961 E High St		Middlefield	OH	44062	440/632-1188
Maruti PH Group LLC	041285	4485 Marie Dr		Middletown	OH	45044	513/423-8900
Maruti PH Group LLC	041288	2201 N Verity Pkwy		Middletown	OH	45042	513/424-3278
Maruti PH Group LLC	041292	790 N Main Street		Milford	OH	45150	513/248-0569
Sugar Creek Pizza, L.L.C.	011326	1681 S Washington Ste Sr 83		Millersburg	OH	44654	330/674-6688
SFR X Holdings, LLC	040216	311 Lincolnway East		Minerva	OH	44657	330/868-7777
Valley Restaurant Management, Inc.	035258	294 N Main St		Monroe	OH	45050	513/539-5281
SFR X Holdings, LLC	040214	588 W. Marion Street		Mount Gilead	OH	43338	419/947-5955
SFR X Holdings, LLC	040215	700 S Main		Mount Vernon	OH	43050	740/392-6110
SFR X Holdings, LLC	040194	24 Munroe Falls Ave		Munroe Falls	OH	44262	330/686-8800
SFR X Holdings, LLC	040241	2240 Scott St		Napoleon	OH	43545	419/599-9010

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GOAT Pizza Midwest LLC	042320	512 Carroll St		New Lexington	OH	43764	740/342-2525
GOAT Pizza Midwest LLC	042335	744 W Main St		Newark	OH	43055	740/344-3434
SFR X Holdings, LLC	040204	115 W Broad St		Newton Falls	OH	44444	330/872-9110
SFR X Holdings, LLC	040226	795 Youngstown Warren Rd		Niles	OH	44446	330/544-3000
SFR X Holdings, LLC	040212	125 Applegrove NE		North Canton	OH	44720	330/497-4333
Eastlake Foods Ohio, LLC	032801	27845 Lorain Rd		North Olmsted	OH	44070	440/716-8339
Eastlake Foods Ohio, LLC	032816	23551 Lorain Road		North Olmsted	OH	44070	440/779-7789
SFR X Holdings, LLC	040207	34210 Center Ridge Rd		North Ridgeville	OH	44039	440/327-2288
Eastlake Foods Ohio, LLC	032814	6550 N Royalton Rd		North Royalton	OH	44133	440/237-7880
SFR X Holdings, LLC	040235	4034 Cleveland Massillon Road		Norton	OH	44203	330/825-7777
TOH Pizza, Inc.	027253	188 Milan Ave		Norwalk	OH	44857	419/668-2510
Maruti PH Group LLC	041297	4432 Montgomery Rd		Norwood	OH	45212	513/351-9444
SFR X Holdings, LLC	040198	14920 St. Rte 58 S		Oberlin	OH	44074	440/774-4444
JRP Restaurant Group, Inc.	032280	3165 Navarre Ave		Oregon	OH	43616	419/690-1550
SFR X Holdings, LLC	040290	1100 W High St		Orrville	OH	44667	330/682-4300
Northern Ohio Pizza Co., Inc.	007823	236 N Elm St		Ottawa	OH	45875	419/523-6604
SFR X Holdings, LLC	040222	1165 Mentor Ave		Painesville	OH	44077	440/354-2333
Eastlake Foods Ohio, LLC	032807	7456 Broadview Rd		Parma	OH	44134	216/520-0662
Eastlake Foods Ohio, LLC	032824	5892 Broadview Rd		Parma	OH	44134	216/741-4755
Eastlake Foods Ohio, LLC	032806	6428 Pearl Road		Parma Heights	OH	44130	440/842-1551
JRP Restaurant Group, Inc.	032272	1131 Louisiana Ave		Perrysburg	OH	43551	419/874-7934
JRP Restaurant Group, Inc.	032279	28310 Oregon Road	Suite A	Perrysburg	OH	43551	419/661-1980
GOAT Pizza Midwest LLC	042330	810 Refugee Rd		Pickerington	OH	43147	614/863-0869
SFR X Holdings, LLC	040245	1631 Covington Avenue.		Piqua	OH	45356	937/778-9464
Tasty Hut of WV LLC	040732	415 W Main St		Pomeroy	OH	45769	740/992-7000
SFR X Holdings, LLC	040225	2880 E Harbor Rd		Port Clinton	OH	43452	419/732-8888
Arnold Family of Restaurants, LLC	041461	2106 Scioto Trl		Portsmouth	OH	45662	740/353-1494
Arnold Family of Restaurants, LLC	041451	8013 County Road 107		Proctorville	OH	45669	740/886-7408
SFR X Holdings, LLC	040174	1313 E Main St		Ravenna	OH	44266	330/297-5900
GOAT Pizza Midwest LLC	042324	6736 E Main St		Reynoldsburg	OH	43068	614/861-3924
Eastlake Foods Ohio, LLC	032820	5140 Wilson Mills Rd		Richmond Heights	OH	44143	440/646-9660
SFR X Holdings, LLC	040262	206 N Main St		Rittman	OH	44270	330/925-1460
Sugar Creek Pizza, L.L.C.	027284	51338 National Rd		Saint Clairsville	OH	43950	740/695-5618
Buckeye Valley Pizza Hut, Ltd.	039638	1594 Celina Rd		Saint Marys	OH	45885	419/394-3329
SFR X Holdings, LLC	040172	325 W State St		Salem	OH	44460	330/332-0008
TOH Pizza, Inc.	037349	609 East Perkins Ave		Sandusky	OH	44870	419/626-3057
Eastlake Foods Ohio, LLC	032811	16800 Chagrin Blvd		Shaker Heights	OH	44120	216/921-6771
SFR X Holdings, LLC	040243	75 S Vandemark Rd		Sidney	OH	45365	937/492-1102
SFR X Holdings, LLC	040244	445 Russell Rd		Sidney	OH	45365	937/498-1043
SFR X Holdings, LLC	040268	4 Hiawatha Trl		Springboro	OH	45066	937/746-2629
SFR X Holdings, LLC	040272	2955 Derr Rd		Springfield	OH	45503	937/390-2777
SFR X Holdings, LLC	040281	1930 N Bechtle Ave		Springfield	OH	45504	937/324-9700
SFR X Holdings, LLC	040282	1726 East Main St		Springfield	OH	45503	937/322-7777
SFR X Holdings, LLC	040236	9284 State Route 43		Streetsboro	OH	44241	330/626-5155
SFR X Holdings, LLC	040211	55 S Miller Dr		Sunbury	OH	43074	740/965-6666
JRP Restaurant Group, Inc.	032276	7623 Sylvania Avenue		Sylvania	OH	43560	419/843-9268
SFR X Holdings, LLC	040195	535 South Ave		Tallmadge	OH	44278	330/630-3800
TOH Pizza, Inc.	027250	432 Wentz St		Tiffin	OH	44883	419/448-4746
JRP Restaurant Group, Inc.	032273	3425 Secor Rd		Toledo	OH	43606	419/536-3336
JRP Restaurant Group, Inc.	032274	1116 W Sylvania Ave		Toledo	OH	43612	419/476-9333
JRP Restaurant Group, Inc.	032275	5235 N Summit St		Toledo	OH	43611	419/726-8776
JRP Restaurant Group, Inc.	032277	1638 N. Reynolds Rd.		Toledo	OH	43615	419/535-8010
JRP Restaurant Group, Inc.	032278	3018 Glendale Avenue		Toledo	OH	43614	419/385-9318

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Legal Entity	Store ID	Address	Adress 2	City	State	Postal	Business Phone
Maruti PH Group LLC	041293	835 West State Street	Space A	Trenton	OH	45067	513/988-9860
SFR X Holdings, LLC	040263	1000 E. Main Street		Trotwood	OH	45426	937/854-3388
SFR X Holdings, LLC	040265	1480 West Main		Troy	OH	45373	937/339-7722
SFR X Holdings, LLC	040223	8875 Darrow Rd		Twinsburg	OH	44087	330/425-9111
SFR X Holdings, LLC	040206	1840 Town Park Blvd Ste A		Uniontown	OH	44685	330/899-0000
SFR X Holdings, LLC	040273	726 Scioto St		Urbana	OH	43078	937/652-2253
SFR X Holdings, LLC	040283	735 Ervin Rd.		Van Wert	OH	45891	419/238-4660
SFR X Holdings, LLC	040271	337 E National Rd		Vandalia	OH	45377	937/898-7353
SFR X Holdings, LLC	040237	4272 East Liberty Avenue		Vermilion	OH	44089	440/963-0711
SFR X Holdings, LLC	040171	142 Great Oaks Trl		Wadsworth	OH	44281	330/336-5700
Buckeye Valley Pizza Hut, Ltd.	037698	1280 Bellefontaine St, Ste 4		Wapakoneta	OH	45895	419/738-9218
SFR X Holdings, LLC	040182	3401 Elm Rd NE		Warren	OH	44483	330/372-4900
SFR X Holdings, LLC	040193	3920 E Market St		Warren	OH	44484	330/856-5566
SFR X Holdings, LLC	040228	2790 Mahoning Ave.		Warren	OH	44483	330/392-9393
GOAT Pizza Midwest LLC	042318	409 S Elm St		Washington Court House	OH	43160	740/335-0500
JRP Restaurant Group, Inc.	032286	1081 Pray Boulevard		Waterville	OH	43566	419/878-0591
Northern Ohio Pizza Co., Inc.	007793	1499 N Shoop St		Wauseon	OH	43567	419/337-5555
Peru Pizza Company, Inc.	007441	703 Emmitt Avenue W		Waverly	OH	45690	740/947-4284
SFR X Holdings, LLC	040199	556 Main		Wellsville	OH	43968	330/532-6200
SFR X Holdings, LLC	040269	733 E Central		West Carrollton	OH	45449	937/866-9399
Maruti PH Group LLC	041295	8179 Princeton Glendale Rd	Space F3	West Chester	OH	45069	513/860-9000
GOAT Pizza Midwest LLC	042317	651 S State St		Westerville	OH	43081	614/794-9602
Arnold Family of Restaurants, LLC	041463	8224 Ohio River Rd		Wheelersburg	OH	45694	740/574-5051
GOAT Pizza Midwest LLC	042325	4440 E Main St		Whitehall	OH	43213	614/237-1565
SFR X Holdings, LLC	040181	29954 Euclid Ave		Wickliffe	OH	44092	440/585-1414
SFR X Holdings, LLC	040175	35050 Euclid Ave		Willoughby	OH	44094	440/946-6444
Valley Restaurant Management, Inc.	029448	486 E. Main Street		Wilmington	OH	45177	937/283-9383
Sugar Creek Pizza, L.L.C.	011330	160 Main St Route 22		Wintersville	OH	43953	740/264-0141
SFR X Holdings, LLC	040176	1831 Beall Ave		Wooster	OH	44691	330/262-6262
Maruti PH Group LLC	041289	354 W Main St		Xenia	OH	45385	937/372-4449
SFR X Holdings, LLC	040209	3926 Youngstown Poland Rd		Youngstown	OH	44514	330/781-6600
SFR X Holdings, LLC	040224	1705 S Raccoon Rd		Youngstown	OH	44515	330/792-1002
SFR X Holdings, LLC	040239	2545 Belmont Avenue		Youngstown	OH	44505	330/480-9090
GOAT Pizza Midwest LLC	042327	3355 Maple Ave		Zanesville	OH	43701	740/454-1209
GOAT Pizza Midwest LLC	042337	143 N. Maysville Ave		Zanesville	OH	43701	740/454-4883
Bergen Food Enterprises, Inc.	014579	1230 N Mississippi Ave		Ada	OK	74820	580/332-5662
Pizza Hut of Southeast Kansas, Inc.	008553	1703 N Main St		Altus	OK	73521	580/477-1376
Pizza Hut of Southeast Kansas, Inc.	009858	1201 E Broadway St		Altus	OK	73521	580/477-4444
GMRG ACQ 1, LLC	035908	205 E Oklahoma Blvd.		Alva	OK	73717	580/327-2430
Pizza Hut of Southeast Kansas, Inc.	010438	925 S. Mission		Anadarko	OK	73005	405/247-7385
Pizza Hut of Southeast Kansas, Inc.	010234	410 S Rockford Rd		Ardmore	OK	73401	580/226-5050
Pizza Hut of Southeast Kansas, Inc.	010596	1606 N. Commerce		Ardmore	OK	73401	580/226-2502
Hut Little Rock LLC	037955	1815 S Mississippi/Hwy 69 South		Atoka	OK	74525	580/889-6644
Summit Restaurants, L.L.C.	022822	300 S Cherokee Ave		Bartlesville	OK	74003	918/336-3771
Summit Restaurants, L.L.C.	032913	3085 SE Washington Blvd		Bartlesville	OK	74006	918/333-7711
GMRG ACQ 1, LLC	035938	415 Douglas	Hwy 270	Beaver	OK	73932	580/625-3448
American Pizza Partners, L.P.	014276	6808 NW 23rd		Bethany	OK	73008	405/789-8686
Hut Ozark LLC	038420	12102 S Memorial Dr		Bixby	OK	74008	918/369-2071
KO Huts, Inc.	005823	528 W Doolin Ave.		Blackwell	OK	74631	580/363-5011
Morris Food Service, Inc.	006993	800 N Main St		Bristow	OK	74010	918/367-3353
KO Huts, Inc.	034580	2302 E Kenosha St		Broken Arrow	OK	74014	918/355-1530
Hut Ozark LLC	038427	3321 S. Elm		Broken Arrow	OK	74012	918/451-1190

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Hut Ozark LLC	038444	802 S Aspen Ave		Broken Arrow	OK	74012	918/251-4155
ATO Foods LLC	032921	703 S Park Dr		Broken Bow	OK	74728	405/898-0780
Pizza Hut of Southeast Kansas, Inc.	008258	616 Town East Main		Carnegie	OK	73015	580/654-1213
Hut Little Rock LLC	037956	701 S Broadway St		Checotah	OK	74426	918/473-2242
Pizza Hut of Southeast Kansas, Inc.	008731	2001 S 4th St		Chickasha	OK	73018	405/224-3190
American Pizza Partners, L.P.	029430	14729 NE 23rd St., Suite 103		Choctaw	OK	73020	405/281-6772
KO Huts, Inc.	010460	600 S Lynn Riggs		Claremore	OK	74017	918/342-9500
Southwestern Oklahoma Pizza Corporation.	030958	2001 Jaycee Lane		Clinton	OK	73601	580/323-4771
KO Huts, Inc.	028437	2007 E. Main St.		Cushing	OK	74023	918/225-5544
Pizza Hut of Southeast Kansas, Inc.	010204	101 S D		Davis	OK	73030	580/369-2302
American Pizza Partners, L.P.	010896	4436 S Sunnylane Rd		Del City	OK	73115	405/672-2762
Pizza Hut of Southeast Kansas, Inc.	009130	3522 N. Highway 81		Duncan	OK	73533	580/252-7011
Bergen Food Enterprises, Inc.	014370	1119 W Main St		Durant	OK	74701	580/924-3908
American Pizza Partners, L.P.	010902	16325 G N Sante Fe Ave		Edmond	OK	73013	405/348-0396
American Pizza Partners, L.P.	010909	3408 S Boulevard		Edmond	OK	73013	405/341-7223
American Pizza Partners, L.P.	035294	2701 N Broadway, Suite A		Edmond	OK	73034	405/348-8002
American Pizza Partners, L.P.	040407	1607 Investors Ave		El Reno	OK	73036	405/262-1645
Southwestern Oklahoma Pizza Corporation.	005891	1120 W 3rd St.		Elk City	OK	73644	580/225-1160
KO Huts, Inc.	029878	905 E. Broadway		Enid	OK	73703	580/237-7710
KO Huts, Inc.	031752	130 N Oakwood Rd		Enid	OK	73703	580/233-8943
GMRG ACQ 1, LLC	035932	1202 N Main St		Fairview	OK	73737	580/227-2503
Pizza Hut of Southeast Kansas, Inc.	008256	618 S Main St		Frederick	OK	73542	580/335-7588
Hut Ozark LLC	038437	480 E. 141st St., Suite C		Glenpool	OK	74033	918/322-3857
Harold R Kreeger & Jacquelyn A Kreeger*	006470	501 W 3rd		Grove	OK	74344	918/786-6104
KO Huts, Inc.	022056	218 Heather Road		Guthrie	OK	73044	405/282-5566
GMRG ACQ 1, LLC	035915	414 NW 21st St		Guymon	OK	73942	580/338-8352
Pizza Hut of Southeast Kansas, Inc.	009375	9939 State Hwy 76		Healdton	OK	73438	580/229-1600
GMRG ACQ 1, LLC	035967	302 E Jack Ave		Hennessey	OK	73742	405/853-7868
J. Larry Fugate, individually	006899	1009 S. Park		Hobart	OK	73651	580/726-3903
Bergen Food Enterprises, Inc.	006698	103 Rogers St		Holdenville	OK	74848	405/379-6663
Bergen Food Enterprises, Inc.	006954	1109 E Jackson St		Hugo	OK	74743	580/326-3389
ATO Foods LLC	032923	2011 SE Washington St		Idabel	OK	74745	580/286-6524
Harold R Kreeger & Jacquelyn A Kreeger*	007604	Hwy 59		Jay	OK	74346	918/253-4848
GMRG ACQ 1, LLC	035968	1616 S Main St		Kingfisher	OK	73750	405/375-5749
Pizza Hut of Southeast Kansas, Inc.	008563	4501 E Lee Blvd		Lawton	OK	73501	580/248-0050
Pizza Hut of Southeast Kansas, Inc.	009080	730 NW Fort Sill Blvd		Lawton	OK	73507	580/357-3131
Pizza Hut of Southeast Kansas, Inc.	010112	2311 NW Cache Rd		Lawton	OK	73505	580/248-1970
Pizza Hut of Southeast Kansas, Inc.	014465	6118 NW Cache Rd		Lawton	OK	73505	580/536-0516
Bergen Food Enterprises, Inc.	007781	West Highway 19		Lindsay	OK	73052	405/756-9546
J. Larry Fugate, individually	007327	1408 N Louis Tittle Blvd		Mangum	OK	73554	580/782-3329
Morris Food Service, Inc.	007524	Hwy 51		Mannford	OK	74044	918/865-3346
Pizza Hut of Southeast Kansas, Inc.	008977	905 N Broadway St		Marlow	OK	73055	580/658-6651
Hut Little Rock LLC	037958	620 George Nigh Expy		McAlester	OK	74501	918/423-6941
Pizza Hut of Miami, Inc.	007169	1320 N Main St		Miami	OK	74354	918/542-8474
Pizza Hut of Miami, Inc.	009933	101 A St NW		Miami	OK	74354	918/540-2471
American Pizza Partners, L.P.	010912	2839 S Douglas Blvd Ste 110		Midwest City	OK	73130	405/732-5959
American Pizza Partners, L.P.	022433	1402 N. Eastern Avenue		Moore	OK	73160	405/735-2222
TOH Pizza, Inc.	040597	110 N Cherokee St		Muskogee	OK	74403	918/869-4181
American Pizza Partners, L.P.	031074	141 E. State Highway 152 #101		Mustang	OK	73064	405/376-6800
Bergen Food Enterprises, Inc.	036374	2160 N Main St		Newcastle	OK	73065	405/310-8881
American Pizza Partners, L.P.	022156	901 12th Ave NE		Norman	OK	73071	405/364-2724
American Pizza Partners, L.P.	029457	3451 36th Ave. NW, Suite 150		Norman	OK	73072	405/360-6000
Summit Restaurants, L.L.C.	022821	120 S Ash St		Nowata	OK	74048	918/273-1300

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American Pizza Partners, L.P.	014297	2823 S May Ave		Oklahoma City	OK	73108	405/680-9191
American Pizza Partners, L.P.	022969	7900 N. May Ave		Oklahoma City	OK	73120	405/843-5155
American Pizza Partners, L.P.	023860	10400 S. Western		Oklahoma City	OK	73139	405/735-8600
American Pizza Partners, L.P.	024062	1630 NW 23rd Street, Ste B&C		Oklahoma City	OK	73106	405/525-0626
American Pizza Partners, L.P.	026430	12100 N. Rockwell Avenue		Oklahoma City	OK	73162	405/721-8666
American Pizza Partners, L.P.	040637	1609 Penn Park Blvd Suite 9		Oklahoma City	OK	73159	405/631-1434
American Pizza Partners, L.P.	040831	2424 NW 150th St		Oklahoma City	OK	73134	405/751-8882
Hut Ozark LLC	038421	407 S Wood Dr		Okmulgee	OK	74447	918/756-7461
Hut Ozark LLC	040513	11412 N 134th E Ave, Ste B		Owasso	OK	74055	539/208-3888
Bergen Food Enterprises, Inc.	006438	801 W Grant Ave		Pauls Valley	OK	73075	405/238-9381
KO Huts, Inc.	006366	1508 W Fir St		Perry	OK	73077	580/336-2237
KO Huts, Inc.	010642	2301 N 14th St		Ponca City	OK	74601	580/762-7729
Summit Restaurants, L.L.C.	022824	2102 N. Broadway		Poteau	OK	74953	918/647-3636
KO Huts, Inc.	013863	501 S Mill St		Pryor	OK	74361	918/825-4880
Bergen Food Enterprises, Inc.	006491	413 S Green Ave		Purcell	OK	73080	405/527-5646
Hut Ozark LLC	038436	100 E. Ray Fine Blvd, Ste. Q		Roland	OK	74954	918/427-7440
Hut Ozark LLC	041677	1237 West Ruth Street		Sallisaw	OK	74955	918/772-9710
Hut Ozark LLC	038442	302 W. 2nd St., Suite 100		Sand Springs	OK	74063	918/245-8383
Hut Ozark LLC	038434	32 W. Taft Ave., Suite A		Sapulpa	OK	74066	918/227-0898
Bergen Food Enterprises, Inc.	028565	2301 Milt Phillips Ave.		Seminole	OK	74868	405/382-1333
Bergen Food Enterprises, Inc.	034807	3302 N Kickapoo		Shawnee	OK	74804	405/275-4115
KO Huts, Inc.	013355	1355 W Rogers Blvd Ste 11		Skiatook	OK	74070	918/396-7770
Hut Little Rock LLC	037957	503 Main St.		Stigler	OK	74462	918/967-4697
KO Huts, Inc.	007240	807 N Perkins Rd		Stillwater	OK	74075	405/624-9200
KO Huts, Inc.	031925	2601 W 6th Ave		Stillwater	OK	74075	405/707-7501
Hut Ozark LLC	038441	84031 Hwy. 59 S		Stilwell	OK	74960	918/797-0147
Pizza Hut of Southeast Kansas, Inc.	008261	2106 W. Broadway		Sulphur	OK	73086	580/622-2444
Hut Ozark LLC	038419	1002 E Downing St		Tahlequah	OK	74464	918/458-0000
Bergen Food Enterprises, Inc.	007620	412 E Walnut St		Tecumseh	OK	74873	405/598-6531
Hut Ozark LLC	038425	1907 S Harvard Ave		Tulsa	OK	74112	918/743-5301
Hut Ozark LLC	038426	4911 S Peoria Ave		Tulsa	OK	74105	918/749-2409
Hut Ozark LLC	038428	8215 S. Harvard		Tulsa	OK	74137	918/493-6592
Hut Ozark LLC	038429	7121 S. Memorial Dr.		Tulsa	OK	74133	918/461-0035
Hut Ozark LLC	038430	3140 S. Memorial		Tulsa	OK	74145	918/828-9831
Hut Ozark LLC	038431	11122 E 21st St		Tulsa	OK	74129	918/234-1512
Hut Ozark LLC	038445	1614 N Lewis Ave		Tulsa	OK	74110	918/835-5566
Hut Ozark LLC	038447	1531 W 81st St South, Ste G		Tulsa	OK	74132	918/442-1488
KO Huts, Inc.	010504	830 E. Illinois		Vinita	OK	74301	918/256-4488
KO Huts, Inc.	010745	109 S Dewey Ave		Wagoner	OK	74467	918/485-9554
American Pizza Partners, L.P.	041170	5565 Northwest Expressway		Warr Acres	OK	73132	405/722-2300
GMRG ACQ 1, LLC	035969	511 S Clarence Nash Blvd		Watonga	OK	73772	580/623-8042
Southwestern Oklahoma Pizza Corporation.	006779	309 N Washington St		Weatherford	OK	73096	580/772-2650
Hut Little Rock LLC	037962	805 Hwy 2 North		Wilburton	OK	74578	918/465-2386
GMRG ACQ 1, LLC	035961	2511 Williams		Woodward	OK	73801	580/256-9441
American Pizza Partners, L.P.	022157	1620 Garth Brooks Blvd.		Yukon	OK	73099	405/324-7722
Pizza Hut of Southeast Kansas, Inc.	011180	2215 14th Ave SE		Albany	OR	97322	541/926-1643
Hut Northwest LLC	038529	780 Campbell Street		Baker City	OR	97814	541/523-7781
Hut Northwest LLC	038516	9458 SW Allen Blvd		Beaverton	OR	97005	503/244-8610
Hut Northwest LLC	038524	6047 SW 185th Ave		Beaverton	OR	97007	503/591-9651
Hut Northwest LLC	038559	740 NE 3rd St.		Bend	OR	97701	541/382-1191
PacPizza, LLC	011684	507 S. Front #1		Central Point	OR	97502	541/664-1199
Pizza Hut of Southeast Kansas, Inc.	035379	700 NE Circle Blvd		Corvallis	OR	97330	541/753-1240
Hut Northwest LLC	038575	244 Main St		Dallas	OR	97338	971/289-0020

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Pizza Hut of Southeast Kansas, Inc.	009714	579 E Broadway		Eugene	OR	97401	541/686-1166
Pizza Hut of Southeast Kansas, Inc.	009715	3577 W 11th Ave		Eugene	OR	97402	541/344-4141
Pizza Hut of Southeast Kansas, Inc.	009844	1930 River Road		Eugene	OR	97404	541/688-1800
Hut Northwest LLC	038542	2323 Pacific Ave.		Forest Grove	OR	97116	503/357-3368
Hut Northwest LLC	038560	10723 SE 82nd Ave		Happy Valley	OR	97086	503/652-1361
Hut Northwest LLC	038573	14679 SE Sunnyside Rd	Ste B	Happy Valley	OR	97015	971/206-6490
Columbia Basin Pizza Hut, Inc.	014371	1125 N 1st St		Hermiston	OR	97838	541/567-7177
Hut Northwest LLC	038568	1335 NW 185th Ave		Hillsboro	OR	97006	503/629-0858
Pizza Hut of Southeast Kansas, Inc.	012861	4492 River Rd N		Keizer	OR	97303	503/390-9400
Hut Northwest LLC	038523	15715 SW 116th Ave		King City	OR	97224	503/620-7687
PacPizza, LLC	024730	1826 Austin St		Klamath Falls	OR	97603	541/884-9070
Pizza Hut of Southeast Kansas, Inc.	027460	3190 S. Santiam Way		Lebanon	OR	97355	541/259-4888
Hut Northwest LLC	038546	1555 SW Hwy. 97, Ste. D		Madras	OR	97741	541/475-4419
PacPizza, LLC	028234	1325 Center Dr., Ste. 100		Medford	OR	97501	541/779-1232
Hut Northwest LLC	038566	17256-A SE McLoughlin Blvd		Milwaukie	OR	97267	503/656-6463
Hut Northwest LLC	041127	1636 E Idaho Ave		Ontario	OR	97914	541/889-2184
Hut Northwest LLC	038517	8217 NE Sandy Blvd		Portland	OR	97220	503/255-4610
Hut Northwest LLC	038518	5265 N Lombard St		Portland	OR	97203	503/283-4543
Hut Northwest LLC	038541	5020 NE Martin Luther King Jr. Blvd.		Portland	OR	97211	503/281-4563
Hut Northwest LLC	038556	1513 NE 181st Ave		Portland	OR	97230	503/669-8635
Hut Northwest LLC	038561	7901 SE Powell Blvd		Portland	OR	97206	503/774-2749
Hut Northwest LLC	038562	10355 NE Halsey St		Portland	OR	97220	503/254-6050
Hut Northwest LLC	040812	12131 SE Holgate Blvd Ste B		Portland	OR	97266	503/253-3906
Hut Northwest LLC	038570	1555 NE 3rd St, Suite B5		Prineville	OR	97754	541/447-2455
Hut Northwest LLC	038550	1380 SW Canal Blvd., Suite 103		Redmond	OR	97756	541/548-0212
Pizza Hut of Southeast Kansas, Inc.	005773	3302 Commercial St. SE		Salem	OR	97302	503/364-7286
Pizza Hut of Southeast Kansas, Inc.	010919	560 Wallace Rd NW Ste 160		Salem	OR	97304	503/363-2100
Pizza Hut of Southeast Kansas, Inc.	012860	3052 Lancaster Dr NE		Salem	OR	97305	503/399-8000
Hut Northwest LLC	038544	36755 Highway 26		Sandy	OR	97055	503/668-0068
Pizza Hut of Southeast Kansas, Inc.	026013	140 S. 32nd Street		Springfield	OR	97478	541/741-8000
Hut Northwest LLC	038543	1242 W. 6th St.		The Dalles	OR	97058	541/296-0739
Hut Northwest LLC	038549	3149 SW 257th Ave.		Troutdale	OR	97060	503/465-0019
Hut Northwest LLC	038555	19291 SW Martinazzi Ave		Tualatin	OR	97062	503/691-0821
Pizza Hut of Southeast Kansas, Inc.	009497	1425 Mount Hood Ave		Woodburn	OR	97071	503/982-3333
South1761 AT LLC	037301	1761 S 4th St		Allentown	PA	18103	610/797-6776
Hamilton3315 AT LLC	037311	3315 Hamilton Blvd.		Allentown	PA	18103	610/395-1200
Quality Huts East LLC	033952	4873 Route 8		Allison Park	PA	15101	724/443-5680
Bittner Restaurant North, LLC	033342	3420 Pleasant Valley Blvd		Altoona	PA	16602	814/944-8000
Quality Huts East LLC	033972	285 Johnson Ave		Baden	PA	15005	724/869-5700
Quality Huts East LLC	033974	729-731 Shenango Rd		Beaver Falls	PA	15010	724/847-0700
Bittner PH, LLC	022186	4303 Business 220		Bedford	PA	15522	814/623-2707
Quality Huts East LLC	033960	50 Sara Way		Belle Vernon	PA	15012	724/929-6000
ARC Restaurants, L.L.C.	037374	372 Phoenix Ave		Bellefonte	PA	16823	814/355-5160
Quality Huts East LLC	033985	481 Lincoln Ave		Bellevue	PA	15202	412/734-5700
Street22, LLC	037491	2250 Street Rd		Bensalem	PA	19020	267/522-5590
Quality Huts East LLC	033990	149 Wilson Road		Bentleyville	PA	15314	724/239-2358
Quality Huts East LLC	033991	4960 Library Road		Bethel Park	PA	15102	412/854-2500
Easton1314 Bethlehem, LLC	037303	1314 Easton Ave		Bethlehem	PA	18018	610/974-9675
LGL Pizza Hut, Inc.	013688	42 Corporate Campus Drive		Blairsville	PA	15717	724/459-2222
Columbia955 BB, LLC	037308	955 Columbia Blvd		Bloomsburg	PA	17815	570/784-7215
Atlantic Development Corp. Of PA*	007628	101 W Washington St		Bradford	PA	16701	814/362-7493
Bittner PH, LLC	022022	16476 Lincoln Hwy	Rte 30 Pa Turnpike Exit 12	Breezewood	PA	15533	814/735-4091

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Legal Entity	Store ID	Address	Adress 2	City	State	Postal	Business Phone
Quality Huts East LLC	036295	1597 Washington Pike, Unit A-4		Bridgeville	PA	15017	412/275-6211
Quality Huts East LLC	036462	3127 Washington Pike, Suite 400		Bridgeville	PA	15017	412/593-6788
Hut Pennsylvania LLC	042047	4902 Edgmont Avenue		Brookhaven	PA	19015	267/525-6150
ARC Restaurants, L.L.C.	014548	259 Allegheny Blvd		Brookville	PA	15825	814/849-7772
Chaac Pizza Northeast, LLC	036900	325 West Freedom Avenue		Burnham	PA	17009	717/242-4465
Quality Huts East LLC	033951	502 W Cunningham St		Butler	PA	16001	724/282-6514
Chaac Pizza Northeast, LLC	036840	3300 Hartzdale Dr Ste 113		Camp Hill	PA	17011	717/763-1161
Quality Huts East LLC	033973	101 Cavasina Dr		Canonsburg	PA	15317	724/746-4000
Atlantic Development Corp. Of PA*	007365	819 E High St		Carlisle	PA	17013	717/243-0212
Atlantic Development Corp. Of PA*	005731	928 Lincoln Way E		Chambersburg	PA	17201	717/264-3133
Atlantic Development Corp. Of PA*	029921	901 Lincoln Way West		Chambersburg	PA	17202	717/263-1212
ARC Restaurants, L.L.C.	026724	22566 Route 68		Clarion	PA	16214	814/226-0600
ARC Restaurants, L.L.C.	029996	1802 Daisy Street Extension	Suite 300	Clearfield	PA	16830	814/765-1579
State9349 CT, LLC	037314	9349 State Road 61		Coal Township	PA	17866	570/648-4673
Hut Pennsylvania LLC	041314	1039 E Lincoln Hwy		Coatesville	PA	19320	484/657-7820
Quality Huts East LLC	033967	8609 University Blvd		Coraopolis	PA	15108	412/264-4423
Atlantic Development Corp. Of PA*	007852	411 N Center St		Corry	PA	16407	814/664-4628
Quality Huts East LLC	033977	10 St. Francis Way, #101		Cranberry Township	PA	16066	724/776-3111
Chaac Pizza Northeast, LLC	036849	3098 Carlisle Rd		Dover	PA	17315	717/767-6929
Hut Pennsylvania LLC	041793	520 Lancaster Ave, Unit D		Downingtown	PA	19335	484/617-1060
ARC Restaurants, L.L.C.	025402	1566 Bee Line Highway		Du Bois	PA	15801	814/375-9202
Bittner Restaurant North, LLC	039128	532 3rd Ave		Duncansville	PA	16635	814/695-7595
Arsh Food, LLC	037745	331 S Blakely St		Dunmore	PA	18512	570/347-5502
Brown107 SB, LLC	037315	107 Brown St Ste 700		East Stroudsburg	PA	18301	570/420-8000
Freemansburg2527 Easton LLC	037310	2527 Freemansburg Ave.		Easton	PA	18045	610/253-0160
Bittner Restaurant North, LLC	033345	943 W High St		Ebensburg	PA	15931	814/472-7461
Chaac Pizza Northeast, LLC	036844	900 N Hanover St		Elizabethtown	PA	17022	717/367-5111
Chaac Pizza Northeast, LLC	036837	320 N Reading Rd		Ephrata	PA	17522	717/738-4284
Atlantic Development Corp. Of PA*	006848	4402 Buffalo Rd		Erie	PA	16510	814/899-2313
Atlantic Development Corp. Of PA*	009052	5050 Peach St		Erie	PA	16509	814/868-7545
Atlantic Development Corp. Of PA*	027048	1404 Peninsula Dr.		Erie	PA	16505	814/454-4501
Quality Huts East LLC	033949	550 Butler Street		Etna	PA	15223	412/781-1400
Oxford40, LLC	037490	401 S Oxford Valley Rd		Fairless Hills	PA	19030	215/258-4071
Main7720 FV, LLC	037302	7720 Main St Ste 16		Fogelsville	PA	18051	610/398-9010
Chester1500 FC, LLC	038955	1500 Chester Pike		Folcroft	PA	19032	484/497-1000
Morton124 FS, LLC	038954	146 Morton Avenue		Folsom	PA	19033	484/497-1001
Quality Huts East LLC	033978	2324 Ardmore Blvd		Forest Hills	PA	15221	412/271-3200
Atlantic Development Corp. Of PA*	007192	136 Atlantic Ave		Franklin	PA	16323	814/437-3401
Atlantic Development Corp. Of PA*	007504	237 Buford Ave		Gettysburg	PA	17325	717/334-2165
Atlantic Development Corp. Of PA*	007592	152 S Antrim Way		Greencastle	PA	17225	717/597-7164
Quality Huts East LLC	033988	2105 Candee St		Greensburg	PA	15601	724/838-9100
Atlantic Development Corp. Of PA*	007198	26 Hadley Rd		Greenville	PA	16125	724/588-4442
SFR X Holdings, LLC	040258	6004 National Pike		Grindstone	PA	15442	724/785-3510
ARC Restaurants, L.L.C.	026723	715 W Main St		Grove City	PA	16127	724/458-0400
Atlantic Development Corp. Of PA*	028021	1150 Carlisle St.	North Point Plaza	Hanover	PA	17331	717/632-4647
Arsh Food, LLC	041756	21 Main Rd		Hanover Township	PA	18706	570/333-3303
Chaac Pizza Northeast, LLC	036834	5275 Devonshire Rd		Harrisburg	PA	17112	717/652-3452
Chaac Pizza Northeast, LLC	036835	4483 N Front St		Harrisburg	PA	17110	717/238-6543
Chaac Pizza Northeast, LLC	036845	3273 Paxton St Rd		Harrisburg	PA	17111	717/558-9474
Quality Huts East LLC	033979	3355 Route 130, #1		Harrison City	PA	15636	724/744-3488
Atlantic Development Corp. Of PA*	014618	400 S Hermitage Rd		Hermitage	PA	16148	724/981-3321

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Chaac Pizza Northeast, LLC	036843	675 E Main St		Hummelstown	PA	17036	717/566-7213
Bittner PH, LLC	022021	9003 William Penn Hwy		Huntingdon	PA	16652	814/643-6727
LGL Pizza Hut, Inc.	030276	320 S. Seventh Street		Indiana	PA	15701	724/463-1111
Quality Huts East LLC	033954	9253 Route 30		Irwin	PA	15642	724/864-4016
Bittner Restaurant North, LLC	033339	1114 Scalp Ave		Johnstown	PA	15904	814/269-4880
Bittner Restaurant North, LLC	033341	1912 Minno Dr		Johnstown	PA	15905	814/255-4151
Arsh Food, LLC	039583	750 Wyoming Ave, Unit #3		Kingston	PA	18704	570/733-3149
Quality Huts East LLC	033975	15 Hilltop Plaza		Kittanning	PA	16201	724/545-7177
Chaac Pizza Northeast, LLC	036851	114 S Centerville Rd		Lancaster	PA	17603	717/293-0000
Chaac Pizza Northeast, LLC	036852	777 Manor St		Lancaster	PA	17603	717/399-3400
Main84, LLC	037147	840 W Main St # 101		Lansdale	PA	19446	267/649-4005
Chaac Pizza Northeast, LLC	036832	732 E Cumberland St		Lebanon	PA	17042	717/273-8868
Quality Huts East LLC	040143	397 Hyde Park Rd, Unit #130		Leechburg	PA	15656	724/374-4528
Blakeslee127 LT LLC	037309	127 Blakeslee Boulevard Dr E		Lehighton	PA	18235	610/377-5503
Derr610 LB, LLC	037307	610 N Derr Dr		Lewisburg	PA	17837	570/523-1195
Atlantic Development Corp. Of PA*	028625	790 West King, Suite 5		Littlestown	PA	17340	717/345-6430
ARC Restaurants, L.L.C.	035260	543 High Street		Lock Haven	PA	17745	570/748-6351
Quality Huts East LLC	033950	2701 Leechburg		Lower Burrell	PA	15068	724/339-4997
The Daland Corporation	009767	189 N Main St		Mansfield	PA	16933	570/662-7777
SFR X Holdings, LLC	040259	Rt. 21 & Redwood St.		Masontown	PA	15461	724/583-7722
Atlantic Development Corp. Of PA*	024034	18822 Park Ave. Plaza		Meadville	PA	16335	814/336-1101
Chaac Pizza Northeast, LLC	036833	10 Sporting Green Dr		Mechanicsburg	PA	17050	717/697-5600
Chaac Pizza Northeast, LLC	036841	610 E Simpson Street		Mechanicsburg	PA	17055	717/795-8400
Quality Huts East LLC	033992	3747 William Penn Hwy		Monroeville	PA	15146	412/373-4700
Quality Huts East LLC	033963	7 Crossroads Plaza		Mount Pleasant	PA	15666	724/547-4161
Quality Huts East LLC	033980	4001 Main St		Munhall	PA	15120	412/462-8061
Quality Huts East LLC	033955	3036 Freeport Rd		Natrona Heights	PA	15065	724/224-8651
Quality Huts East LLC	033971	305 N Jefferson St		New Castle	PA	16101	724/658-2009
Chaac Pizza Northeast, LLC	036836	145 Sheraton Dr		New Cumberland	PA	17070	717/774-0124
Chaac Pizza Northeast, LLC	036853	633 W Main St		New Holland	PA	17557	717/354-8166
Hut Pennsylvania LLC	041814	111 W. Germantown Pike		Norristown	PA	19401	484/617-1005
Atlantic Development Corp. Of PA*	007195	394 N Seneca St		Oil City	PA	16301	814/676-0617
Chaac Pizza Northeast, LLC	036848	101 N Londonderry Sq		Palmyra	PA	17078	717/832-2200
Arsh Food, LLC	039030	1437 Main St		Peckville	PA	18452	570/876-5277
Quality Huts East LLC	033989	7301 Saltsburg Rd		Penn Hills	PA	15235	412/795-7900
Castor80, LLC	037144	8001 Castor Ave		Philadelphia	PA	19152	267/845-8501
Castor45, LLC	037145	4501 Castor Ave		Philadelphia	PA	19124	267/807-0920
Aramingo25, LLC	037489	2530 Aramingo Ave		Philadelphia	PA	19125	484/696-5156
Walnust51, LLC	039147	5101-21 Walnut Street, Building 2, Unit 4		Philadelphia	PA	19139	215/495-0031
Frankford87, LLC	040560	8729 Frankford Ave		Philadelphia	PA	19136	267/908-7431
Broad32, LLC	040574	3228 North Broad Street		Philadelphia	PA	19140	215/433-1000
Stenton14 PH, LLC	041178	1400 Stenton Ave		Philadelphia	PA	19141	215/433-1001
Arch8, LLC	041487	801 Arch Street		Philadelphia	PA	19130	215/320-5753
Ridge28, LLC	041817	2815 Ridge Avenue		Philadelphia	PA	19121	215/320-5752
ARC Restaurants, L.L.C.	029356	952 N. Front Street		Philipsburg	PA	16866	814/342-1980
Quality Huts East LLC	033957	271 1/2 Clairton Blvd		Pittsburgh	PA	15236	412/653-6064
Quality Huts East LLC	033961	7 Poplar St		Pittsburgh	PA	15205	412/928-9600
Quality Huts East LLC	033983	2158 Brownsville Rd		Pittsburgh	PA	15210	412/881-6300
Quality Huts East LLC	033986	4710 Baum Blvd		Pittsburgh	PA	15213	412/683-6300
Quality Huts East LLC	040122	822 Hazelwood Ave		Pittsburgh	PA	15217	412/941-9053
Quality Huts East LLC	040938	6910 5th Ave		Pittsburgh	PA	15208	412/506-3755
Arsh Food, LLC	039566	200 Kennedy Blvd		Pittston	PA	18640	570/446-5844
Claude110 PV, LLC	037312	110 N. Claude A Lord Blvd.		Pottsville	PA	17901	570/622-2694

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Bittner Restaurant North, LLC	033343	21866 Route 119		Punxsutawney	PA	15767	814/938-2400
Westend320 QT LLC	037300	320 S West End Blvd		Quakertown	PA	18951	215/536-0245
Perkiomen42, LLC	037139	4207 Perkiomen Ave		Reading	PA	19606	610/779-6801
Chaac Pizza Northeast, LLC	036896	3121 Cape Horn Road		Red Lion	PA	17356	717/244-2632
Bittner Restaurant North, LLC	041663	508 Marwalt Lane		Roaring Spring	PA	16673	814-729-2014
Hut Pennsylvania LLC	041313	1339 Easton Road		Roslyn	PA	19001	267/513-0450
Hut Pennsylvania LLC	041910	1810 East Ridge Pike Suite 101		Royersford	PA	19468	484/938-1075
ARC Restaurants, L.L.C.	028102	205 Comfort Lane		Saint Marys	PA	15857	814/834-1022
Susquehanna21 Shamokin, LLC	037306	21 Susquehanna Trail		Shamokin Dam	PA	17876	570/743-8211
Lancaster20, LLC	037146	204 W Lancaster Ave # 210		Shillington	PA	19607	610/777-1861
Atlantic Development Corp. Of PA*	006865	815 W King St		Shippensburg	PA	17257	717/532-9554
Bittner PH, LLC	022012	1213 N Center Ave		Somerset	PA	15501	814/443-1454
ARC Restaurants, L.L.C.	041550	2141 South Atherton Street, Ste 16		State College	PA	16801	814/237-8093
Upland34, LLC	037140	340 Upland Square Drive		Stowe	PA	19464	484/925-1834
Atlantic Development Corp. Of PA*	007332	322 E Central Ave		Titusville	PA	16354	814/827-2795
The Daland Corporation	009071	828 Route 6 W		Tunkhannock	PA	18657	570/836-6111
Bittner Restaurant North, LLC	033344	5684 Pleasant Valley Blvd		Tyrone	PA	16686	814/684-5187
Atlantic Development Corp. Of PA*	007193	71 N Main St		Union City	PA	16438	814/438-7694
SFR X Holdings, LLC	040260	8 Oliver Rd		Uniontown	PA	15401	724/438-5456
SFR X Holdings, LLC	040261	110 Daniel Drive, Suite 1		Uniontown	PA	15401	724/438-3240
State1884 DH, LLC	038994	1884 S. State Road, Ste 1105		Upper Darby	PA	19082	484/469-2097
Street 42, LLC	037138	421 W Street Rd		Warminster	PA	18974	215/323-4503
Atlantic Development Corp. Of PA*	024401	25 Pennsylvania Avenue East		Warren	PA	16365	814/726-3434
Quality Huts East LLC	033993	184 West Chestnut		Washington	PA	15301	724/228-3634
Atlantic Development Corp. Of PA*	006140	300 E Main St		Waynesboro	PA	17268	717/762-2186
The Daland Corporation	008558	117 Tioga St.		Wellsboro	PA	16901	570/724-4901
Hut Pennsylvania LLC	041655	607 East Market Street, Ste 4		West Chester	PA	19380	484/787-0165
Arsh Food, LLC	037747	179 Susquehanna Blvd.		West Hazleton	PA	18202	570/454-2421
Quality Huts East LLC	033956	1235 Long Run Rd		White Oak	PA	15131	412/664-1276
Macarthur2413 WH, LLC	037313	2417 Macarthur Road		Whitehall	PA	18052	484/602-9050
East1729 WP, LLC	037304	1729 E 3rd St		Williamsport	PA	17701	570/323-8967
Chaac Pizza Northeast, LLC	036893	2600 Willow Street Pike North		Willow Street	PA	17584	717/464-2220
Chaac Pizza Northeast, LLC	036842	1019 Mount Rose Ave		York	PA	17403	717/852-0600
Chaac Pizza Northeast, LLC	036847	2410 Mount Rose Ave		York	PA	17402	717/757-3130
Tasty Hut Northeast LLC	040593	1565 Mineral Spring Ave		North Providence	RI	02904	401/437-8600
Tasty Hut Northeast LLC	040588	1242 Newport Avenue		Pawtucket	RI	02861	401/722-4222
Tasty Hut Northeast LLC	040592	1627 Warwick Ave		Warwick	RI	02889	401/244-5422
Ayvaz Pizza, LLC	039395	812 W Greenwood St		Abbeville	SC	29620	864/459-2685
Hut Georgia LLC	037749	1490 Whiskey Rd		Aiken	SC	29803	803/649-0909
Hut Georgia LLC	037803	1036 York St NE		Aiken	SC	29801	803/648-1348
Tasty Hut of SC LLC	036644	1647 E. Greenville St.		Anderson	SC	29621	864/226-9026
Tasty Hut of SC LLC	036665	105 Video Warehouse Way		Anderson	SC	29624	864/760-1812
Palmetto Restaurant Operations, Inc.	022502	2779 Main Hwy		Bamberg	SC	29003	803/245-5113
Palmetto Restaurant Operations, Inc.	022501	1017 Dunbarton Blvd		Barnwell	SC	29812	803/259-2811
Palmetto Restaurant Operations, Inc.	022499	254 W Columbia Ave		Batesburg-Leesville	SC	29006	803/532-8123
EYM Pizza of SC, LLC	034752	10 Sams Point Road	Suite B-2	Beaufort	SC	29907	843/770-0033
EYM Pizza of SC, LLC	034753	35 Robert Smalls Pkwy	Suite 102	Beaufort	SC	29902	843/524-7948
Palmetto Restaurant Operations, Inc.	022508	102 Hwy 15-401 Byp		Bennettsville	SC	29512	843/479-8281
Palmetto Restaurant Operations, Inc.	022513	1070 Sumter Hwy		Bishopville	SC	29010	803/428-2001
EYM Pizza of SC, LLC	034750	50 Burnt Church Rd	Unit 100-I	Bluffton	SC	29910	843/815-5474
EYM Pizza of SC, LLC	036342	10 Discovery Dr		Bluffton	SC	29910	843/706-9100
SDS Restaurant Group, LLC	041392	4410 Highway 9, Suite 201		Boiling Springs	SC	29316	864/814-4140
Southeast Restaurants, Corp.	013660	201 Dekalb St		Camden	SC	29020	803/432-1101

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Southeast Restaurants, Corp.	013672	2221 Charleston Hwy		Cayce	SC	29033	803/794-4440
JEM Pizza Group Three, LLC	029997	2457 Ashley River Rd., Ste. 1		Charleston	SC	29414	843/735-6500
Palmetto Restaurant Operations, Inc.	022500	203 Chesterfield Hwy		Cheraw	SC	29520	843/537-5206
SDS Restaurant Group, LLC	036129	740 S Alabama Ave		Chesnee	SC	29323	864/754-1800
ADT Carolina LLC	035571	1721 Ja Cochran Bypass Hwy 72		Chester	SC	29706	803/581-8288
Vestco, LLC	028009	801 Bethel Street, Suite 841		Clover	SC	29710	803/222-5499
Southeast Restaurants, Corp.	013664	9702 Two Notch Rd		Columbia	SC	29223	803/699-1111
Southeast Restaurants, Corp.	013678	7385 Garners Ferry Rd		Columbia	SC	29209	803/776-8011
Southeast Restaurants, Corp.	014680	4611 Hard Scrabble Rd., Suite 116		Columbia	SC	29229	803/865-6080
Southeast Restaurants, Corp.	022865	6432 Two Notch Rd Ste S		Columbia	SC	29223	803/754-3464
Southeast Restaurants, Corp.	024206	1320 Bush River Road, Unit 400		Columbia	SC	29210	803/772-6262
Southeast Restaurants, Corp.	041413	2400 Forest Drive		Columbia	SC	29204	803/799-5036
Southeast Restaurants, Corp.	030581	1610-A Church Street		Conway	SC	29526	843/248-7366
Ayvaz Pizza, LLC	039401	1502 S Main St		Darlington	SC	29532	843/393-5201
Southeast Restaurants, Corp.	012867	1123 Hwy 301 North		Dillon	SC	29536	843/774-8206
Tasty Hut of SC LLC	036536	6919 Calhoun Memorial Hwy Ste C		Easley	SC	29642	864/859-4836
Palmetto Restaurant Operations, Inc.	022506	733 Augusta Rd		Edgefield	SC	29824	803/637-1225
Sea Huts, Corp.	039625	2465 Main Street, Suite E		Elgin	SC	29045	803/272-7015
Ayvaz Pizza, LLC	039397	961 S Irby St		Florence	SC	29501	843/679-2490
Ayvaz Pizza, LLC	039400	3932 E Palmetto St		Florence	SC	29506	843/679-2489
Ayvaz Pizza, LLC	039402	2007 W 2nd Loop Rd.		Florence	SC	29501	843/664-9300
ADT Carolina LLC	035592	1754 W. Hwy. 160, Ste. 101		Fort Mill	SC	29708	803/802-0888
Palmetto Restaurant Operations, Inc.	027046	1122 N Main St		Fountain Inn	SC	29644	864/409-3003
Tasty Hut of SC LLC	036641	1290 West Floyd Baker Blvd.		Gaffney	SC	29341	864/487-4767
Midlands Restaurant Group, Inc.	038972	5226 US-321		Gaston	SC	29053	803/766-6832
Southeast Restaurants, Corp.	012864	530 Church St		Georgetown	SC	29440	843/527-3445
JEM Pizza Group, LLC	013744	107 N Goose Creek Blvd		Goose Creek	SC	29445	843/266-9230
Tasty Hut of SC LLC	036635	111 State Park Rd		Greenville	SC	29609	864/232-9715
Tasty Hut of SC LLC	036637	3510 Highway 153		Greenville	SC	29611	864/269-5533
Tasty Hut of SC LLC	036638	3327 Augusta Rd		Greenville	SC	29605	864/299-8880
Tasty Hut of SC LLC	039562	1505 Woodruff Rd		Greenville	SC	29607	864/281-9255
Ayvaz Pizza, LLC	039404	535 Bypass 72 NW		Greenwood	SC	29649	864/229-4812
SDS Restaurant Group, LLC	033137	306 W Wade Hampton Blvd		Greer	SC	29650	864/879-2568
EYM Pizza of SC, LLC	034749	1022 Elm Street W		Hampton	SC	29924	803/943-9393
Ayvaz Pizza, LLC	039409	251 Hartsville Crossing Blvd.		Hartsville	SC	29550	843/332-4118
SDS Restaurant Group, LLC	033151	11093 Asheville Hwy		Inman	SC	29349	864/472-6677
Southeast Restaurants, Corp.	013674	7491 Saint Andrews Rd		Irmo	SC	29063	803/781-1010
Southeast Restaurants, Corp.	026100	1100 Dutch Fork Rd., Suite A		Irmo	SC	29063	803/407-4210
JEM Pizza Group, LLC	036166	3575 Maybank Hwy, Space E		Johns Island	SC	29455	843/559-1700
JEM Pizza Group, LLC	013748	316 Longstreet St		Kingstree	SC	29556	843/354-5656
Southeast Restaurants, Corp.	012873	125 N. Boulevard (a/k/a 125 N. Ron McNair Blvd)		Lake City	SC	29560	843/394-2716
ADT Carolina LLC	035590	5241 Hwy 557		Lake Wylie	SC	29710	803/831-1188
Carolina Pizza Huts, Inc.	006823	1100 Hwy 9 Bypass		Lancaster	SC	29720	803/285-8436
Carolina Pizza Huts, Inc.	035366	1724 Airport Rd		Lancaster	SC	29720	803/283-1833
Palmetto Restaurant Operations, Inc.	022504	906 E Main St		Laurens	SC	29360	864/984-0421
Southeast Restaurants, Corp.	013663	514 Columbia Ave		Lexington	SC	29072	803/359-1900
Southeast Restaurants, Corp.	035627	100 Capital Way		Manning	SC	29102	803/435-4371
Ayvaz Pizza, LLC	039403	2418 E. Hwy 76		Marion	SC	29571	843/423-1272
JEM Pizza Group, LLC	013745	416 Highway 52 N		Moncks Corner	SC	29461	843/761-8688
SDS Restaurant Group, LLC	035193	5844 Reidville Hwy.	Suite H	Moore	SC	29369	864/754-1750
JEM Pizza II, LLC	033073	3002 South Morgan's Point Dr.		Mount Pleasant	SC	29466	843/388-0908
Southeast Restaurants, Corp.	025718	11885 Highway 707		Murrells Inlet	SC	29576	843/651-6611

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Legal Entity	Store ID	Address	Adress 2	City	State	Postal	Business Phone
Southeast Restaurants, Corp.	012863	901 S Kings Hwy		Myrtle Beach	SC	29577	843/626-7000
Southeast Restaurants, Corp.	012872	5520 Dick Pond Rd		Myrtle Beach	SC	29575	843/293-1155
Southeast Restaurants, Corp.	013584	3736 Renee Dr		Myrtle Beach	SC	29579	843/903-3900
Southeast Restaurants, Corp.	037652	7753 N Kings Hwy # 2A		Myrtle Beach	SC	29572	843/449-0112
Ayvaz Pizza, LLC	039407	2803 Main St		Newberry	SC	29108	803/276-0085
Hut Georgia LLC	037750	1812 Georgia Ave		North Augusta	SC	29841	803/278-1151
JEM Pizza Group, LLC	013753	5101 Ashley Phosphate Rd Ste 1		North Charleston	SC	29418	843/767-3100
JEM Pizza Group Three, LLC	028115	7400 Rivers Ave., Unit L		North Charleston	SC	29406	843/572-5555
Southeast Restaurants, Corp.	012866	80 Highway 17 S		North Myrtle Beach	SC	29582	843/249-7777
Southeast Restaurants, Corp.	013676	941 Chestnut St		Orangeburg	SC	29115	803/531-2100
Palmetto Restaurant Operations, Inc.	022512	212 S. Van Lingle Mungo Blvd.		Pageland	SC	29728	843/675-2100
Palmetto Restaurant Operations, Inc.	027543	8024 Augusta Rd		Piedmont	SC	29673	864/277-1222
EYM Pizza of SC, LLC	034754	860 Parris Island Gateway		Port Royal	SC	29906	843/524-6149
EYM Pizza of SC, LLC	034751	10856 N Jacob Smart Blvd		Ridgeland	SC	29936	843/726-8446
ADT Carolina LLC	035584	497 S Herlong Ave		Rock Hill	SC	29732	803/328-2282
ADT Carolina LLC	038793	2245 Cherry Rd		Rock Hill	SC	29732	803/659-3670
Palmetto Restaurant Operations, Inc.	022510	5953 W Jim Bilton Blvd		Saint George	SC	29477	843/563-8555
Palmetto Restaurant Operations, Inc.	022509	414 N Main St		Saluda	SC	29138	864/445-7799
Palmetto Restaurant Operations, Inc.	022511	9110 Sc Rt 6 & Knowles Rd.		Santee	SC	29142	803/854-3818
Ayvaz Pizza, LLC	039408	205 Applewood Center Place.		Seneca	SC	29672	864/888-8855
Ayvaz Pizza, LLC	039405	3831 Grandview Dr		Simpsonville	SC	29680	864/967-4966
SDS Restaurant Group, LLC	039607	2125 East Main St. unit 100		Spartanburg	SC	29307	864/768-3204
JEM Pizza Group, LLC	013750	908 Bacons Bridge Rd		Summerville	SC	29485	843/871-8200
JEM Pizza Group, LLC	013751	1672 N Main St Ste 10		Summerville	SC	29486	843/875-6500
JEM Pizza Group, LLC	014224	700 N Main		Summerville	SC	29483	843/871-0209
JEM Pizza Group, LLC	032654	9770 Dorchester Rd		Summerville	SC	29485	843/875-5670
Southeast Restaurants, Corp.	013669	1268 Peach Orchard Road		Sumter	SC	29154	803/494-2222
Southeast Restaurants, Corp.	013679	1 Alice Dr		Sumter	SC	29150	803/775-8822
Southeast Restaurants, Corp.	012865	1610 N Kings Hwy		Surfside Beach	SC	29575	843/238-5643
Tasty Hut of SC LLC	036666	2801 Wade Hampton Blvd.		Taylors	SC	29687	864/292-8100
SDS Restaurant Group, LLC	034616	319 N Duncan Bypass		Union	SC	29379	864/427-1826
Hut Georgia LLC	037795	2585 Jefferson Davis Hwy.		Warrenville	SC	29851	803/593-8175
Southeast Restaurants, Corp.	013662	2725 Sunset Blvd		West Columbia	SC	29169	803/791-8877
Southeast Restaurants, Corp.	013681	2721a Emanuel Church Rd		West Columbia	SC	29170	803/951-7100
Southeast Restaurants, Corp.	013666	265 US Highway 321 Bypass South		Winnsboro	SC	29180	803/635-4700
SDS Restaurant Group, LLC	033142	424 Cross Anchor Rd		Woodruff	SC	29388	864/476-3621
ADT Carolina LLC	035594	821 E. Liberty		York	SC	29745	803/628-5888
Hut Dakotas LLC	038014	519 6th Ave SE		Aberdeen	SD	57401	605/225-0052
Black Hills Pizza Hut, Inc.	034378	1824 5th Ave		Belle Fourche	SD	57717	605/892-2671
Black Hills Pizza Hut, Inc.	041136	475 Villa Dr Ste 1		Box Elder	SD	57719	605/981-2843
Hut Dakotas LLC	038006	101 N. Splitrock Blvd.		Brandon	SD	57005	605/705-3495
Black Hills Pizza Hut, Inc.	031594	549 Mt Rushmore Rd.		Custer	SD	57730	605/673-3330
Black Hills Pizza Hut, Inc.	007658	723 Jensen Hwy		Hot Springs	SD	57747	605/745-5443
Comes Investments, Inc.	023285	1201 E Milbank Ave		Milbank	SD	57252	605/432-9311
Hut Dakotas LLC	038005	616 East Havens Street		Mitchell	SD	57301	605/996-2451
Hut Dakotas LLC	038004	505 E Sioux Ave		Pierre	SD	57501	605/224-6214
Hut Dakotas LLC	038000	Hwy 18 & C Street		Pine Ridge	SD	57770	605/600-3840
Hut Dakotas LLC	038001	1402 E. St. Patrick		Rapid City	SD	57701	605/342-4200
Hut Dakotas LLC	038008	1315 Haines Ave		Rapid City	SD	57701	605/342-1542
Hut Dakotas LLC	041895	3464 Sturgis Road Suite 300		Rapid City	SD	57702	605/600-5295
Hut Dakotas LLC	038010	6507 W. 41st Street		Sioux Falls	SD	57106	605/361-6666
Hut Dakotas LLC	038011	7730 S Dakota Hawk Ave.		Sioux Falls	SD	57108	605/371-1777
Hut Dakotas LLC	040498	2207 W 12th St		Sioux Falls	SD	57104	605/332-2277

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Hut Dakotas LLC	041171	824 S Highline Pl		Sioux Falls	SD	57110	605/332-5200
Comes Investments, Inc.	023286	605 Hickory St E		Sisseton	SD	57262	605/698-4191
Black Hills Pizza Hut, Inc.	007843	2249 W. Lazelle		Sturgis	SD	57785	605/347-4573
Black Hills Pizza Hut, Inc.	026817	8051 Stage Stop Rd		Summerset	SD	57718	605/787-9068
Hut Dakotas LLC	038007	931 5th St SE		Watertown	SD	57201	605/886-9100
Hut Dakotas LLC	040914	3013 Broadway Ave Ste 1		Yankton	SD	57078	
ADT Tennessee LLC	037596	375 Hannum St		Alcoa	TN	37701	865/984-4340
ADT Tennessee LLC	037597	2418 Airport Hwy		Alcoa	TN	37701	865/970-2648
Hut Nashville LLC	038280	2701 Murfreesboro Rd		Antioch	TN	37013	615/361-1515
Hut Nashville LLC	038290	944 Richards Rd		Antioch	TN	37013	615/832-5000
Hut Nashville LLC	038310	26439 Main Street		Ardmore	TN	38449	931/427-3676
Hut Memphis LLC	038149	8979 Us Hwy 64 #3		Arlington	TN	38002	901/213-3484
Hut Memphis LLC	038156	11615 Highway 70, Suite 102		Arlington	TN	38002	901/867-2391
ADT Tennessee LLC	037598	1215 Congress Pkwy NW		Athens	TN	37303	423/745-2111
Hut Memphis LLC	038155	382 Atoka McLaughlin Dr., Suite B		Atoka	TN	38004	901/837-9999
Hut Memphis LLC	038128	2919 Elmore Park Rd, Ste 1		Bartlett	TN	38134	901/372-7260
Hut Nashville LLC	038306	6099 Nashville Hwy., Suite F		Baxter	TN	38544	931/858-2180
Tasty Hut of TN LLC	037659	2167 Volunteer Pkwy		Bristol	TN	37620	423/968-9411
GPS Hospitality Huts, LLC	036067	243b W Main St		Camden	TN	38320	731/584-9777
J. Larry Fugate, individually	007909	53 Dixon Springs Hwy		Carthage	TN	37030	615/735-2614
Pizza Hut of Southeast Kansas, Inc.	014153	1230 Highway 100		Centerville	TN	37033	931/729-0123
ADT Tennessee LLC	037600	4850 Hwy 58 Space B		Chattanooga	TN	37416	423/894-9044
ADT Tennessee LLC	037602	1204 Hixson Pike		Chattanooga	TN	37405	423/267-5588
ADT Tennessee LLC	037630	7550 E Brainerd Rd Ste 115		Chattanooga	TN	37421	423/894-4835
GPS Hospitality Huts, LLC	036068	1889 Fort Campbell Blvd		Clarksville	TN	37042	931/648-8100
GPS Hospitality Huts, LLC	036070	1901 Wilma Rudolph Blvd		Clarksville	TN	37040	931/645-1111
GPS Hospitality Huts, LLC	036072	703 South Riverside Dr., Suite A		Clarksville	TN	37040	931/552-4111
GPS Hospitality Huts, LLC	036074	1933 Tiny Town Rd., Suite C		Clarksville	TN	37042	931/553-8377
ADT Tennessee LLC	037603	2734 Keith St NW		Cleveland	TN	37312	423/476-9181
ADT Tennessee LLC	037604	2631 Apd 40 Hwy 64		Cleveland	TN	37323	423/472-0111
ADT Tennessee LLC	037620	165 Stuart Rd. NE, #B3		Cleveland	TN	37312	423/339-0111
Hut Memphis LLC	038139	875 W. Poplar Ste.		Collierville	TN	38017	901/853-2400
Hut Nashville LLC	038303	833 Nashville Hwy.	Suite 3	Columbia	TN	38401	931/380-1180
Hut Nashville LLC	038309	1918 Shady Brook St, Ste A		Columbia	TN	38401	931/388-1700
Hut Nashville LLC	038292	641 N Willow Ave		Cookeville	TN	38501	931/372-7277
Hut Nashville LLC	038299	470 Neal Street, Suite B		Cookeville	TN	38501	931/520-0582
Hut Memphis LLC	038142	714 Germantown Pkwy		Cordova	TN	38018	901/309-0612
ADT Tennessee LLC	037605	629 N Main St		Crossville	TN	38555	931/484-9610
ADT Tennessee LLC	037606	7410 Rhea County Hwy		Dayton	TN	37321	423/775-3590
GPS Hospitality Huts, LLC	036047	642 Highway 46 South		Dickson	TN	37055	615/446-9019
Hut Nashville LLC	040629	1130 W Hwy 51 Bypass Suite 17		Dyersburg	TN	38024	
ADT Tennessee LLC	037599	4340 Ringgold Rd		East Ridge	TN	37412	423/698-5222
Tasty Hut of TN LLC	041265	319 Broad St, Ste 301		Elizabethton	TN	37643	423/543-5811
GPS Hospitality Huts, LLC	036069	2401 Fairview Blvd. West		Fairview	TN	37062	615/799-4111
Hut Nashville LLC	038281	3046 Columbia Ave. #115		Franklin	TN	37064	615/794-2400
GPS Hospitality Huts, LLC	036037	1101 Nashville Pike, Ste. 100		Gallatin	TN	37066	615/452-6500
Tasty Hut of TN LLC	037657	5050 Bobby Hicks Hwy		Gray	TN	37615	423/477-8869
ADT Tennessee LLC	037607	1624 S Roane St		Harriman	TN	37748	865/882-5672
Hut Memphis LLC	038136	555 W. Main		Henderson	TN	38340	731/989-5669
Hut Nashville LLC	038291	170 E Main St		Hendersonville	TN	37075	615/822-6661
Hut Nashville LLC	038293	5028 Old Hickory		Hermitage	TN	37076	615/889-1150
ADT Tennessee LLC	037601	6218 Hixson Pike		Hixson	TN	37343	423/842-7744
Hut Nashville LLC	040775	439 E Main St		Hohenwald	TN	38462	931/796-2500

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Hut Memphis LLC	038143	605 Carriage House Dr		Jackson	TN	38305	731/664-7200
Hut Memphis LLC	040510	2097 South Highland Ave		Jackson	TN	38301	731/422-1370
J. Larry Fugate, individually	008108	312 N. Main St		Jamestown	TN	38556	931/879-8053
Tasty Hut of TN LLC	037661	3001 N Roan St		Johnson City	TN	37601	423/794-5088
Tasty Hut of TN LLC	039609	827 W Walnut St		Johnson City	TN	37604	423/794-5020
Tasty Hut of TN LLC	037668	500 Forest Drive, Suite 6		Jonesborough	TN	37659	423/753-7778
Tasty Hut of TN LLC	037658	1225 Stewball Cir		Kingsport	TN	37660	423/245-1951
Tasty Hut of TN LLC	037660	4414 W Stone Dr		Kingsport	TN	37660	423/245-6659
ADT Tennessee LLC	037608	212 Cedar Ln		Knoxville	TN	37912	865/689-1111
ADT Tennessee LLC	037609	7401 S. Chapman Hwy		Knoxville	TN	37920	865/573-1101
ADT Tennessee LLC	037610	7224 Maynardville Pike		Knoxville	TN	37918	865/922-2154
ADT Tennessee LLC	037611	9268 Kingston Pike		Knoxville	TN	37922	865/694-7534
ADT Tennessee LLC	037612	10402 Kingston Pike		Knoxville	TN	37922	865/693-8282
ADT Tennessee LLC	037613	5701 Western Ave		Knoxville	TN	37921	865/558-6200
ADT Tennessee LLC	037614	2405 Chapman Hwy		Knoxville	TN	37920	865/573-9392
ADT Tennessee LLC	037621	5338 Millertown Pike		Knoxville	TN	37924	865/525-1869
ADT Tennessee LLC	037623	7017 Kingston Pike		Knoxville	TN	37919	865/558-6100
Hut Carolinas LLC	037928	2946 Winfield Dunn Pkwy., Ste. 109		Kodak	TN	37764	865/933-0586
Tasty Hut of TN LLC	036582	2142 Jacksboro Pike		La Follette	TN	37766	423/562-5689
Hut Nashville LLC	038288	5088 Murfreesboro Rd		La Vergne	TN	37086	615/793-8898
J. Larry Fugate, individually	007821	1201 Scottsville Rd		Lafayette	TN	37083	615/666-6383
Pizza Hut of Southeast Kansas, Inc.	024425	1103 N. Locust		Lawrenceburg	TN	38464	931/762-6037
Hut Nashville LLC	038282	817 S. Cumberland		Lebanon	TN	37087	615/444-1786
Hut Nashville LLC	038298	1645 West Main Street		Lebanon	TN	37087	615/449-3875
ADT Tennessee LLC	037628	300 Market Drive, Suite 101		Lenoir City	TN	37771	865/986-0707
J. Larry Fugate, individually	006686	710 N Ellington Pkwy		Lewisburg	TN	37091	931/359-5965
J. Larry Fugate, individually	007517	1201 W Main St		Livingston	TN	38570	931/823-5367
Hut Nashville LLC	038286	1144 Gallatin Pike S		Madison	TN	37115	615/870-0413
ADT Tennessee LLC	037615	4629 Highway 411	Ste 12	Madisonville	TN	37354	423/442-9100
Hut Nashville LLC	038308	928 Hillsboro Blvd		Manchester	TN	37355	931/728-4599
Hut Nashville LLC	040155	125 Commons Dr Suite 2		Martin	TN	38237	731/587-2508
ADT Tennessee LLC	037616	804 Foothills Mall Dr		Maryville	TN	37801	865/984-3000
Hut Nashville LLC	038277	929 Smithville Hwy		McMinnville	TN	37110	931/473-1529
Hut Memphis LLC	038126	2342 Frayser Blvd		Memphis	TN	38127	901/353-6040
Hut Memphis LLC	038129	6725 E Shelby Dr		Memphis	TN	38141	901/360-9140
Hut Memphis LLC	038130	6532 Quince Rd		Memphis	TN	38119	901/755-0129
Hut Memphis LLC	038144	4711 Elvis Presley Blvd		Memphis	TN	38116	901/396-6714
Hut Memphis LLC	038146	3578 Summer Ave.		Memphis	TN	38122	901/327-4024
Hut Memphis LLC	038148	4030 W.K. Singleton		Memphis	TN	38128	901/388-1232
Hut Memphis LLC	038150	6168 Macon Road		Memphis	TN	38134	901/386-9863
Hut Memphis LLC	038151	3675 Southwind Park Cove		Memphis	TN	38125	901/624-7901
Hut Memphis LLC	038152	3810 E. Shelby Rd.		Memphis	TN	38118	901/565-0529
Hut Memphis LLC	038153	1229 Getwell		Memphis	TN	38111	901/452-5381
Hut Memphis LLC	038159	1680 Union Ave., Suite 114		Memphis	TN	38104	901/272-5096
Pizza Hut of Southeast Kansas, Inc.	014154	918 W Main		Monteagle	TN	37356	931/924-5050
Hut Carolinas LLC	037936	1123 E Morris Blvd		Morristown	TN	37813	423/586-6442
Hut Nashville LLC	038294	2575 Old Ford Pkwy		Murfreesboro	TN	37128	615/217-7557
Hut Nashville LLC	038302	2438 S. Church St.		Murfreesboro	TN	37127	615/898-0996
Hut Nashville LLC	039588	1670 Memorial Blvd		Murfreesboro	TN	37129	615/898-0100
Hut Nashville LLC	038279	5787 Nolensville Pike		Nashville	TN	37211	615/331-5566
Hut Nashville LLC	038283	2512 Lebanon Rd		Nashville	TN	37214	615/883-2909
Hut Nashville LLC	038287	1908 W End Ave		Nashville	TN	37203	615/320-9712
Hut Nashville LLC	038289	2700 Gallatin Pike	Suite C	Nashville	TN	37216	615/226-0022

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Hut Nashville LLC	038307	7657 Highway 70 S Ste 119		Nashville	TN	37221	615/646-5900
Hut Nashville LLC	038311	1009 Murfreesboro Pike	Ste 103	Nashville	TN	37217	615/366-1010
Hut Carolinas LLC	037913	802 Cosby Road		Newport	TN	37821	423/625-8909
Hut Nashville LLC	038304	7240 Nolensville Rd. Suite 103		Nolensville	TN	37135	615/776-1111
ADT Tennessee LLC	037629	1570 Oak Ridge Turnpike		Oak Ridge	TN	37830	865/482-2228
Hut Memphis LLC	038157	200 Chickasaw Ridge Drive		Oakland	TN	38060	901/466-7895
ADT Tennessee LLC	037617	19945 N Alberta Ave		Oneida	TN	37841	423/569-9262
ADT Tennessee LLC	037626	5920 Main Street, Suite 1		Ooltewah	TN	37363	423/238-0012
Hut Carolinas LLC	037914	3710 Parkway		Pigeon Forge	TN	37863	865/428-2400
GPS Hospitality Huts, LLC	036046	2727 York Rd.		Pleasant View	TN	37146	615/746-9997
ADT Tennessee LLC	037618	7504 Clinton Hwy		Powell	TN	37849	865/938-2359
Hut Nashville LLC	038312	1653 W College St.	Suite 6	Pulaski	TN	38478	931/363-7496
Hut Memphis LLC	038147	340 Cleveland St		Ripley	TN	38063	731/635-4817
Hut Carolinas LLC	037938	420 Park Blvd		Rogersville	TN	37857	423/272-9191
Pizza Hut of Southeast Kansas, Inc.	014152	65 Main St		Savannah	TN	38372	731/925-5881
Hut Memphis LLC	038160	1029 Mulberry Ave.		Selmer	TN	38375	731/645-3200
Hut Carolinas LLC	037917	516 Winfield Dunn Pkwy		Sevierville	TN	37876	865/453-8001
Hut Nashville LLC	038313	1020 North Main St.	Ste J	Shelbyville	TN	37160	931/684-8381
J. Larry Fugate, individually	008867	120 E Broad St		Smithville	TN	37166	615/597-1462
Hut Nashville LLC	038297	812 Nissan Drive, Suite 300		Smyrna	TN	37167	615/459-3759
J. Larry Fugate, individually	008711	220 Mose Dr		Sparta	TN	38583	931/738-8889
Hut Nashville LLC	038295	5000 Spedale Ct		Spring Hill	TN	37174	615/302-1544
GPS Hospitality Huts, LLC	037459	3538 Tom Austin Hwy		Springfield	TN	37172	615/384-4600
ADT Tennessee LLC	037619	788 Highway 68		Sweetwater	TN	37874	423/337-6138
ADT Tennessee LLC	037624	7955 East Lamar Alexander Pkwy		Townsend	TN	37882	865/448-6676
Hut Memphis LLC	038131	2062 Us Highway 45		Trenton	TN	38382	731/855-4652
Hut Nashville LLC	038285	934 N Jackson St		Tullahoma	TN	37388	931/454-9500
GPS Hospitality Huts, LLC	036076	640 Old State Rte 76		White House	TN	37188	615/672-2229
Pizza Hut of Southeast Kansas, Inc.	014151	503 1st Ave NE		Winchester	TN	37398	931/967-0661
Progressive Pizza Partners, L.P.	028791	2750 S 14th St		Abilene	TX	79605	325/692-9328
Progressive Pizza Partners, L.P.	028792	550 E Ambler Ave		Abilene	TX	79601	325/676-1892
Progressive Pizza Partners, L.P.	038861	24 Hospital Dr		Abilene	TX	79606	325/695-3770
Ayvaz Pizza, LLC	039493	522 N Alamo Rd		Alamo	TX	78516	956/783-1515
Ayvaz Pizza, LLC	039191	2022 E Main St		Alice	TX	78332	361/664-2189
LVM Foods, LLC	040467	1505 W McDermott Dr.	#150	Allen	TX	75013	214/547-1515
LVM Foods, LLC	040468	801 S Greenville Ave.	#121	Allen	TX	75002	972/396-8200
LVM Foods, LLC	040469	1546 E. Stacy Rd. #155		Allen	TX	75002	972/747-0559
ADT Texas LLC	035517	2300 Hwy 90 East		Alpine	TX	79831	432/837-5819
ADT Texas LLC	039011	1056 W Hwy 67		Alvarado	TX	76009	817/783-2197
Ayvaz Pizza, LLC	039282	1591 E. Hwy. 6		Alvin	TX	77511	281/331-6009
Tumbleweed Pizza Partners, L.P.	012916	5101 S. Western		Amarillo	TX	79109	806/358-6521
Tumbleweed Pizza Partners, L.P.	013763	2509 S Georgia St		Amarillo	TX	79109	806/467-1555
Tumbleweed Pizza Partners, L.P.	023466	6905 I-40 West		Amarillo	TX	79106	806/355-8288
Tumbleweed Pizza Partners, L.P.	024987	6019 S Coulter		Amarillo	TX	79119	806/467-1800
Tumbleweed Pizza Partners, L.P.	028449	3404 NE 24th Ave., Suite A		Amarillo	TX	79107	806/383-3000
Tumbleweed Pizza Partners, L.P.	037124	5611 Gem Lake Rd #100		Amarillo	TX	79106	806/372-1004
Tumbleweed Pizza Partners, L.P.	037185	2106 S Grand St		Amarillo	TX	79103	806/372-6051
ADT Texas LLC	035505	1100 N Main St		Andrews	TX	79714	432/523-5001
Ayvaz Pizza, LLC	039310	1203 N. Velasco St.		Angleton	TX	77515	979/849-4372
SRG Foods, LLC	040484	628 W White St		Anna	TX	75409	469/840-5105
Ayvaz Pizza, LLC	039193	2735 West Wheeler Ave.		Aransas Pass	TX	78336	361/758-2813
Tall Timbers Pizza Hut, Inc.	030579	7040 Justin Road		Argyle	TX	76226	940/455-2020
Ampex Brands PH of Dallas, Inc.	034524	2306 W Green Oaks Blvd		Arlington	TX	76016	817/496-0100

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ADT Texas LLC	039014	2226 N Collins St		Arlington	TX	76011	817/460-7000
ADT Texas LLC	039015	3601 SW Green Oaks Blvd		Arlington	TX	76017	817/557-4477
ADT Texas LLC	039016	1030 W Arkansas Ln.	#205	Arlington	TX	76013	817/860-6500
ADT Texas LLC	039017	3400 S Watson Rd.	Suite 114	Arlington	TX	76014	817/465-0606
ADT Texas LLC	039018	5975 S Cooper St.	#119	Arlington	TX	76017	817/465-3100
ADT Texas LLC	039019	781 E Park Row Dr.		Arlington	TX	76010	817/276-1199
Tall Timbers Pizza Hut, Inc.	035211	1409 E. Tyler St.		Athens	TX	75751	903/675-6060
Tall Timbers Pizza Hut, Inc.	035202	404 Loop 59		Atlanta	TX	75551	903/796-7189
Tall Timbers Pizza Hut, Inc.	026425	26735 US Hwy 380 East, Suite 104		Aubrey	TX	76227	972/347-3440
Heart of Texas Pizza LP	022290	1144 Airport Blvd		Austin	TX	78702	512/933-1444
Heart of Texas Pizza LP	022292	13717 Burnet Rd Ste 225 / Wells Branch		Austin	TX	78727	512/388-5252
Heart of Texas Pizza LP	022293	2021b E Riverside Dr		Austin	TX	78741	512/447-9494
Heart of Texas Pizza LP	022296	1901 W William Cannon Dr Ste 172		Austin	TX	78745	512/462-9494
Heart of Texas Pizza LP	022297	8500 N Lamar		Austin	TX	78753	512/836-1444
Heart of Texas Pizza LP	022300	12636 Research Blvd., #A10-5 / Jollyville		Austin	TX	78759	512/257-8686
Heart of Texas Pizza LP	022304	6307a Cameron Rd		Austin	TX	78723	512/371-9444
Heart of Texas Pizza LP	022325	6330 Hwy. 290 W. / Oak Hill		Austin	TX	78735	512/358-0000
Heart of Texas Pizza LP	022611	10601 FM 2222 / Riverplace		Austin	TX	78726	512/275-0111
Heart of Texas Pizza LP	023969	1015 E. Braker Lane	Suite 1	Austin	TX	78753	512/833-7444
Heart of Texas Pizza LP	024604	5510 S. I-35, Suite C-100 / Stassney		Austin	TX	78745	512/416-7444
Heart of Texas Pizza LP	029744	8400 Brodie Lane, Suite 105		Austin	TX	78745	512/292-6444
Heart of Texas Pizza LP	041128	7327 Burnet Rd		Austin	TX	78757	512/808-2841
Tall Timbers Pizza Hut, Inc.	014724	507 Central Drive.		Azle	TX	76020	817/270-5555
Ampex Brands PH of Dallas, Inc.	034531	11928 Elam Rd		Balch Springs	TX	75180	972/557-1400
American Pizza Partners, L.P.	006563	107 Highway 71		Bastrop	TX	78602	512/321-2597
Four PZ Pizza, Inc.	024053	4301 7th Street		Bay City	TX	77414	979/245-7601
Delect Foods of Tri-City, LLC	040127	1301 Garth Rd		Baytown	TX	77520	281/427-6313
Delect Foods of Tri-City, LLC	040135	8608 N Shwy 146, Suite 500		Baytown	TX	77523	281/573-1111
Delect Foods of Tri-City, LLC	040137	6405 Garth Rd	Suite 140	Baytown	TX	77520	281/421-1221
Delect Foods of Tri-City, LLC	040138	3413 Garth Rd		Baytown	TX	77521	281/427-1010
Hut Texas LLC	038052	4388 Dowlen Rd.		Beaumont	TX	77706	409/347-1685
Hut Texas LLC	038055	142 S. Dowlen Rd.		Beaumont	TX	77706	409/860-5100
Hut Texas LLC	038058	1720 College St	Suite B	Beaumont	TX	77701	409/832-8400
Ampex Brands PH of Dallas, Inc.	034535	3229 Harwood Rd		Bedford	TX	76021	817/545-5599
Ampex Brands PH of Dallas, Inc.	034544	233 Harwood Rd		Bedford	TX	76021	817/581-3700
Ayvaz Pizza, LLC	039374	2400 N. St Marys St.		Beeville	TX	78102	361/358-2970
American Pizza Partners, L.P.	010118	601 N Loop 340		Bellmead	TX	76705	254/867-6767
RTL Foods, LLC	032254	380 W Main Street		Bellville	TX	77418	979/865-9480
American Pizza Partners, L.P.	006425	Neil St & Hwy 35		Belton	TX	76513	254/933-3333
ADT Texas LLC	039025	340 Mercedes		Benbrook	TX	76126	817/249-4530
ADT Texas LLC	038848	2201 S Gregg St		Big Spring	TX	79720	432/267-4153
Ayvaz Pizza, LLC	039242	1433 S. Main	Suite 110	Boerne	TX	78006	830/816-1616
Bergen Food Enterprises, Inc.	006782	510 E Sam Rayburn Dr		Bonham	TX	75418	903/583-8731
LaRaza Pizza, Inc.	010286	1418 West Wilson Street		Borger	TX	79007	806/274-7245
Hut Texas LLC	038046	404 East Wise		Bowie	TX	76230	940/872-5444
Progressive Pizza Partners, L.P.	028801	1208 S. Bridge		Brady	TX	76825	325/597-0772
Huntsville PH, Inc.	041074	1504 S Day St		Brenham	TX	77833	979/353-1383
Hut Texas LLC	038061	1152 Texas Ave		Bridge City	TX	77611	409/738-3264
Pizza Hut of Southeast Kansas, Inc.	014413	406 Us Highway 380		Bridgeport	TX	76426	940/683-5433
Huntsville PH, Inc.	039557	5430 FM 359 S Rd #100		Brookshire	TX	77423	346/517-3326
Campiza Foods of West Texas, Inc.	012287	301 Lubbock Rd		Brownfield	TX	79316	806/637-9511
Ayvaz Pizza, LLC	039474	1830 Central Blvd		Brownsville	TX	78520	956/546-8272
Ayvaz Pizza, LLC	039479	245 Security Dr		Brownsville	TX	78521	956/541-6393

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Ayvaz Pizza, LLC	039487	2333 Boca Chica Blvd		Brownsville	TX	78521	956/544-7711
Ayvaz Pizza, LLC	039488	1179 Fm 802		Brownsville	TX	78526	956/544-7733
Ayvaz Pizza, LLC	039500	1200 International Blvd		Brownsville	TX	78520	956/542-3400
Ayvaz Pizza, LLC	039523	1175 E Alton Gloor Blvd		Brownsville	TX	78526	956/338-1510
Progressive Pizza Partners, L.P.	030708	1301 Austin Ave.		Brownwood	TX	76801	325/643-5811
Heart of Texas Pizza LP	029979	3001 Wildflower Drive		Bryan	TX	77802	979/774-3222
Heart of Texas Pizza LP	036266	1622 W Villa Maria Rd		Bryan	TX	77807	979/696-2512
Heart of Texas Pizza LP	022327	1671 Main Street Ste D		Buda	TX	78610	512/295-2222
Buffalo PH, Inc.	026424	1608 West Commerce		Buffalo	TX	75831	903/322-1780
Hut Texas LLC	038056	35060 US Hwy. 96 Suite 1000		Buna	TX	77612	409/994-9225
Pizza Hut of Southeast Kansas, Inc.	009169	900 Kramer Rd		Burkburnett	TX	76354	940/569-3315
ADT Texas LLC	039003	1212 SW Wilshire Blvd		Burleson	TX	76028	817/295-1261
ADT Texas LLC	039021	12201 Rendon Road #104		Burleson	TX	76028	817/478-0682
Heart of Texas Pizza LP	022307	701 Buchanan Dr		Burnet	TX	78611	512/756-6918
Four PZ Pizza, Inc.	011176	300 N Green St		Caldwell	TX	77836	979/567-7996
Brazos Pizza, Inc.	022848	600 W 4th St		Cameron	TX	76520	254/697-4941
GMRG ACQ 1, LLC	035920	322 S 2nd St		Canadian	TX	79014	806/323-5122
Lawrence E. Marshall, Sr., individually	009208	1260 S Trades Day Blvd.		Canton	TX	75103	903/567-1700
LaRaza Pizza, Inc.	014225	110 23rd St		Canyon	TX	79015	806/655-7125
Ayvaz Pizza, LLC	039218	201 Pena		Carrizo Springs	TX	78834	830/876-3553
ITL Foods, L.P.	027261	1001 E Hebron Pkwy.	#102	Carrollton	TX	75007	972/492-1166
ITL Foods, L.P.	027262	3065 N. Josey Ln.	#82	Carrollton	TX	75007	972/394-4410
ITL Foods, L.P.	027264	2600 Midway Rd		Carrollton	TX	75006	972/931-2244
ITL Foods, L.P.	027273	2204 Kelly Blvd	Suite 103	Carrollton	TX	75006	972/416-1166
Arnold Family of Restaurants, LLC	033824	1208 W Panola St		Carthage	TX	75633	903/693-4331
Ayvaz Pizza, LLC	039163	945 Hwy 90 East		Castroville	TX	78009	830/931-3901
Ampex Brands PH of Dallas, Inc.	034530	445 E FM 1382 Rd.	#4	Cedar Hill	TX	75104	972/291-4128
American Pizza Partners, L.P.	014111	1525 Cypress Creek Rd		Cedar Park	TX	78613	512/401-9344
Arnold Family of Restaurants, LLC	033817	1007 Hurst St		Center	TX	75935	936/598-6303
Delect Foods of Tri-City, LLC	040129	445 Sheldon Rd.		Channelview	TX	77530	281/452-0001
LaRaza Pizza, Inc.	010196	1209 Avenue F NW		Childress	TX	79201	940/937-3623
LaRaza Pizza, Inc.	012120	900 W. 2nd St.		Clarendon	TX	79226	806/874-9494
ADT Texas LLC	039004	502 W. Henderson St.		Cleburne	TX	76033	817/641-2227
Four PZ Pizza, Inc.	032201	502 S. Washington Ave.		Cleveland	TX	77327	281/593-1761
Four PZ Pizza, Inc.	039132	7940-B Plum Grove Road		Cleveland	TX	77327	936/866-0507
Four PZ Pizza, Inc.	041755	1017 CR 5270 Unit A		Cleveland	TX	77327	346/447-9621
Progressive Pizza Partners, L.P.	028794	1601 N. Neches		Coleman	TX	76834	325/625-2179
Heart of Texas Pizza LP	036932	2002 Texas Ave S Ste 100		College Station	TX	77840	979/846-3355
Heart of Texas Pizza LP	040489	1295 Arrington Rd		College Station	TX	77845	979/393-0538
Ampex Brands PH of Dallas, Inc.	034502	5600 Colleyville Blvd	Suite C	Colleyville	TX	76034	817/281-0091
RTL Foods, LLC	032250	106C Shult Dr.		Columbus	TX	78934	979/733-8627
Tall Timbers Pizza Hut, Inc.	014232	1920 Live Oak St		Commerce	TX	75428	903/886-9600
Cut-N-Shoot PH, Inc.	029877	16441 Hwy. 105 E, Suite 105		Conroe	TX	77306	936/264-2700
Four PZ Pizza, Inc.	032204	1241 North Loop 336 West		Conroe	TX	77301	936/756-1818
Four PZ Pizza, Inc.	032205	206C S Loop 336 W		Conroe	TX	77304	936/539-4040
Cut-N-Shoot PH, Inc.	035603	14581 FM 1485 Rd		Conroe	TX	77306	936/231-1722
Cut-N-Shoot PH, Inc.	036503	16985 FM 1314		Conroe	TX	77302	936/828-4898
Cut-N-Shoot PH, Inc.	040996	13950 Willis Waukegan Rd		Conroe	TX	77303	936/444-4509
Emerge Pizza of San Antonio, LLC	041703	9149 Fm 78		Converse	TX	78109	210/566-5316
ITL Foods, L.P.	027275	820 S MacArthur Blvd		Coppell	TX	75019	972/393-3933
Ampex Brands PH of Dallas, Inc.	034496	651 N Denton Tap Rd	Suite 4	Coppell	TX	75019	972/899-5441
American Pizza Partners, L.P.	007082	106 E Highway 190		Copperas Cove	TX	76522	254/547-9696
Ampex Brands PH of Dallas, Inc.	034541	7650 I-35 E	#100	Corinth	TX	76210	940/270-2010

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Ayvaz Pizza, LLC	039166	4414 Ayers St		Corpus Christi	TX	78415	361/852-5601
Ayvaz Pizza, LLC	039168	4815 S Staples St		Corpus Christi	TX	78411	361/992-8471
Ayvaz Pizza, LLC	039170	10702 Leopard St		Corpus Christi	TX	78410	361/241-5628
Ayvaz Pizza, LLC	039172	2120 S Staples St		Corpus Christi	TX	78404	361/883-3669
Ayvaz Pizza, LLC	039181	3821 S Staples St		Corpus Christi	TX	78411	361/851-5151
Ayvaz Pizza, LLC	039183	5933 Mcardle Rd		Corpus Christi	TX	78412	361/992-2299
Ayvaz Pizza, LLC	039186	6537 S. Staples, #120		Corpus Christi	TX	78413	361/994-9494
Ayvaz Pizza, LLC	039187	4101 IH 69 Access Road, #M-6		Corpus Christi	TX	78410	361/241-1414
Ayvaz Pizza, LLC	039194	3657 E. Leopard St.		Corpus Christi	TX	78408	361/884-7691
Ayvaz Pizza, LLC	039447	4001 Saratoga Blvd, Suite 103		Corpus Christi	TX	78413	361/991-3278
Ayvaz Pizza, LLC	041042	1216 Waldron #133		Corpus Christi	TX	78418	361/937-6336
Ayvaz Pizza, LLC	041956	7001 Yorktown Boulevard, Ste 1		Corpus Christi	TX	78414	361/317-3070
Ampex Brands PH of Dallas, Inc.	034505	718 W 7th Avenue		Corsicana	TX	75110	903/872-3201
Ayvaz Pizza, LLC	039335	649 Las Palmas Blvd., Suite C		Cotulla	TX	78014	830/879-4080
Hut Texas LLC	038060	1231 E Loop 304		Crockett	TX	75835	936/544-3054
Ayvaz Pizza, LLC	039293	105 Kennings Rd.	Suite 11	Crosby	TX	77532	281/328-4178
Tall Timbers Pizza Hut, Inc.	035472	11970 US-380		Crossroads	TX	76227	940/365-1900
ADT Texas LLC	039008	412 FM 1187 Rd.		Crowley	TX	76036	817/297-8884
Ayvaz Pizza, LLC	039219	1801 N US HIGHWAY 83		Crystal City	TX	78839	830/374-2387
Ayvaz Pizza, LLC	039155	1010 N. Esplanade		Cuero	TX	77954	361/275-3434
RTL Foods, LLC	032246	8190 Barker Cypress Rd.	#1800	Cypress	TX	77433	281/855-7172
RTL Foods, LLC	032253	15202 Mason Rd	Suite 600	Cypress	TX	77433	281/256-3538
RTL Foods, LLC	032261	17445 Spring Cypress Rd Ste E		Cypress	TX	77429	281/256-6911
RTL Foods, LLC	032390	20510 West Rd., Ste 700		Cypress	TX	77433	281/256-7090
Ayvaz Pizza, LLC	039281	13750 N. Eldridge Pkwy.		Cypress	TX	77429	281/257-6172
Tall Timbers Pizza Hut, Inc.	040893	611 Linda Dr.		Daingerfield	TX	75638	903/205-1198
Tumbleweed Pizza Partners, L.P.	012919	301 Hwy 87 South		Dalhart	TX	79022	806/249-6536
ITL Foods, L.P.	027266	7989 Belt Line Rd., Suite 80	Spring Creek Village Shop Ctr.	Dallas	TX	75248	972/404-1116
ITL Foods, L.P.	027269	8254 Abrams Rd		Dallas	TX	75231	214/340-1155
ITL Foods, L.P.	027270	8224 Park Lane	#110	Dallas	TX	75231	214/363-7733
ITL Foods, L.P.	027271	10200 E Northwest Hwy		Dallas	TX	75238	214/349-2700
ITL Foods, L.P.	027272	3612 Forest Ln.	Suite B	Dallas	TX	75234	214/357-6363
ITL Foods, L.P.	027276	14760 Preston Rd	Suite 104	Dallas	TX	75254	972/233-8844
ITL Foods, L.P.	027277	9753 Webb Chapel Rd.	#300	Dallas	TX	75220	214/956-9953
Ampex Brands PH of Dallas, Inc.	034483	3233 Fort Worth Ave		Dallas	TX	75211	214/339-2158
Ampex Brands PH of Dallas, Inc.	034493	9310 East RL Thornton #106		Dallas	TX	75228	214/324-5329
Ampex Brands PH of Dallas, Inc.	034494	2261 Singleton Blvd	Suite 108	Dallas	TX	75212	214/905-1129
Ampex Brands PH of Dallas, Inc.	034508	4540 Ross Avenue	Suite 130	Dallas	TX	75204	214/827-1177
Ampex Brands PH of Dallas, Inc.	034511	4787 Vista Wood	Suite 110	Dallas	TX	75232	214/375-0005
Ampex Brands PH of Dallas, Inc.	034516	603 S Tyler Street	Suite 100	Dallas	TX	75208	214/948-2001
Ampex Brands PH of Dallas, Inc.	034522	2223 S Buckner Blvd.	#245	Dallas	TX	75227	214/388-0111
Ampex Brands PH of Dallas, Inc.	034523	2110 E Ledbetter Dr		Dallas	TX	75216	214/376-3337
Ampex Brands PH of Dallas, Inc.	034526	1916 Skillman Street		Dallas	TX	75206	214/823-2555
Ampex Brands PH of Dallas, Inc.	034527	2343 Gus Thomasson Rd		Dallas	TX	75228	214/324-5900
Ampex Brands PH of Dallas, Inc.	034529	6409 Hillcrest Ave		Dallas	TX	75205	214/520-1515
Ampex Brands PH of Dallas, Inc.	034536	3333 W. Camp Wisdom Rd.	#116	Dallas	TX	75237	972/709-1173
Ampex Brands PH of Dallas, Inc.	034543	3439 Oak Lawn Ave		Dallas	TX	75219	214/522-1414
Ampex Brands PH of Dallas, Inc.	034546	2248 W. Illinois Ave.		Dallas	TX	75224	214/330-1300
Ampex Brands PH of Dallas, Inc.	035129	222 Continental Ave		Dallas	TX	75207	972/925-0630
ITL Foods, L.P.	036009	6039 Forest Lane		Dallas	TX	75230	214/368-6565
Ayvaz Pizza, LLC	039331	100 Sterling, Suite D		Dayton	TX	77535	936/681-5225
Ampex Brands PH of Dallas, Inc.	034550	249 N Hampton Rd		De Soto	TX	75115	972/223-2100

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Pizza Hut of Southeast Kansas, Inc.	014287	601 S. Washburn		Decatur	TX	76234	940/627-3161
Delect Foods of Tri-City, LLC	040141	3413 Center St		Deer Park	TX	77536	281/476-4040
Ayvaz Pizza, LLC	039220	2114 Veterans Blvd		Del Rio	TX	78840	830/774-5576
Bergen Food Enterprises, Inc.	007458	129 W Heron St		Denison	TX	75021	903/463-4807
Ampex Brands PH of Dallas, Inc.	034485	1600 Teasley Ln		Denton	TX	76205	940/387-5544
Ampex Brands PH of Dallas, Inc.	034486	227 W. University Dr.		Denton	TX	76201	940/383-1670
Ampex Brands PH of Dallas, Inc.	034498	5017 Teasley Lane	Suite 155	Denton	TX	76210	940/387-7058
Ampex Brands PH of Dallas, Inc.	034506	400 N Loop 288	Suite 110	Denton	TX	76209	940/484-9202
Hut Texas LLC	041789	1490 CR 390		Denver City	TX	79323	806/592-3778
Ayvaz Pizza, LLC	039315	607 E. Hondo		Devine	TX	78016	830/455-4138
Huntsville PH, Inc.	036510	190 N Temple Dr		Diboll	TX	75941	936/829-9705
Ayvaz Pizza, LLC	039314	3410 Gulf Freeway, Suite 3426		Dickinson	TX	77539	281/337-1212
LaRaza Pizza, Inc.	010188	216 S Broadway St		Dimmitt	TX	79027	806/647-4233
Ayvaz Pizza, LLC	039489	1309 E. Us Hwy 83		Donna	TX	78537	956/464-7855
Heart of Texas Pizza LP	027549	400 Highway 290 West	Building A, Suite 101	Dripping Springs	TX	78620	512/858-5111
LaRaza Pizza, Inc.	010295	1421 Dumas Ave		Dumas	TX	79029	806/935-6111
Ampex Brands PH of Dallas, Inc.	034545	210 S. Cedar Ridge Dr.	Suite D	Duncanville	TX	75116	972/283-1212
Ayvaz Pizza, LLC	039221	2425 E. Main		Eagle Pass	TX	78852	830/773-5371
Ayvaz Pizza, LLC	039443	405 S Bibb Ave.Unit 3002		Eagle Pass	TX	78852	830/752-9191
Ayvaz Pizza, LLC	039470	1524 W University Dr		Edinburg	TX	78539	956/381-9144
Ayvaz Pizza, LLC	039483	1802 S Closner Blvd		Edinburg	TX	78539	956/381-0991
Ayvaz Pizza, LLC	039508	247 East Trenton		Edinburg	TX	78539	956/381-0992
Ayvaz Pizza, LLC	039509	2253 W. University Dr.		Edinburg	TX	78539	956/381-9145
Ayvaz Pizza, LLC	039517	5300 El Bosque Dr		Edinburg	TX	78542	956/603-1060
Ayvaz Pizza, LLC	039160	803 W. Main		Edna	TX	77957	361/782-7197
Four PZ Pizza, Inc.	014725	2348 N Mechanic St		El Campo	TX	77437	979/543-4242
Ayvaz Pizza, LLC	038729	4860 Woodrow Bean Transmountain		El Paso	TX	79924	915/757-3094
Ayvaz Pizza, LLC	039173	3545 N Yarbrough Dr		El Paso	TX	79925	915/591-2012
Ayvaz Pizza, LLC	039174	2915 N Mesa St		El Paso	TX	79902	915/544-9818
Ayvaz Pizza, LLC	039175	6702 Montana Ave		El Paso	TX	79925	915/778-9103
Ayvaz Pizza, LLC	039178	7960 N Mesa St		El Paso	TX	79932	915/584-5574
Ayvaz Pizza, LLC	039179	1800 George Dieter Dr		El Paso	TX	79936	915/857-7663
Ayvaz Pizza, LLC	039180	601 N Zaragosa		El Paso	TX	79907	915/860-0040
Ayvaz Pizza, LLC	039182	1571 N. Zaragosa		El Paso	TX	79936	915/855-2335
Ayvaz Pizza, LLC	039185	7948 Gateway East		El Paso	TX	79915	915/592-9929
Ayvaz Pizza, LLC	039192	955 Resler suite 101		El Paso	TX	79912	915/581-8204
Ayvaz Pizza, LLC	039323	2401 Zaragoza		El Paso	TX	79938	915/245-3212
Ayvaz Pizza, LLC	039324	7049-A Desert Blvd. South, Suite 101		El Paso	TX	79932	915/245-3213
Ayvaz Pizza, LLC	039448	6110 Dyer St		El Paso	TX	79904	915/757-0323
Ayvaz Pizza, LLC	039530	5505 Montana Ave Ste G2		El Paso	TX	79903	915/562-1177
Ayvaz Pizza, LLC	041651	13647 East Lake Blvd, Ste B207		El Paso	TX	79928	915/338-0055
American Pizza Partners, L.P.	011030	204 W. US 290		Elgin	TX	78621	512/285-3223
Ayvaz Pizza, LLC	039495	709 E Edinburg Ave		Elsa	TX	78543	956/262-4744
Tall Timbers Pizza Hut, Inc.	027439	122 S. Texas St.		Emory	TX	75440	903/473-5550
Ampex Brands PH of Dallas, Inc.	034518	807 W Ennis Ave		Ennis	TX	75119	972/875-8810
James O. Carter, Individually	023687	905 W Us Highway 84		Fairfield	TX	75840	903/389-3000
Ayvaz Pizza, LLC	039222	915 S. St. Mary's		Falfurrias	TX	78355	361/325-3621
ITL Foods, L.P.	032153	13701 Midway Rd. #110		Farmers Branch	TX	75244	972/243-3443
Ampex Brands PH of Dallas, Inc.	034500	312 S Interstate 45		Ferris	TX	75125	972/544-8180
Ayvaz Pizza, LLC	039237	539 10th St		Floresville	TX	78114	830/393-1956
Tall Timbers Pizza Hut, Inc.	028617	1181 Flower Mound Road, Suite 700		Flower Mound	TX	75028	972/874-2222
ADT Texas LLC	039010	3208 SE Loop 820		Forest Hill	TX	76140	817/551-1022

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Legal Entity	Store ID	Address	Adress 2	City	State	Postal	Business Phone
Tall Timbers Pizza Hut, Inc.	026771	924 E. Hwy. 80		Forney	TX	75126	972/552-2222
Ayvaz Pizza, LLC	039373	13471 Sergeant Major Blvd.		Fort Bliss	TX	79916	915/264-0032
American Pizza Partners, L.P.	031817	Building 70012 - Clark Road		Fort Cavazos	TX	76544	254/213-3881
ADT Texas LLC	035507	911 W Dickinson Blvd		Fort Stockton	TX	79735	432/336-5264
Tall Timbers Pizza Hut, Inc.	030638	2485 Avondale Haslet Rd.		Fort Worth	TX	76101	817/439-1100
Ampex Brands PH of Dallas, Inc.	034484	2808 N Main St		Fort Worth	TX	76106	817/625-1685
Ampex Brands PH of Dallas, Inc.	034490	14113 Trinity Blvd.	#225	Fort Worth	TX	76155	817/684-8627
Ampex Brands PH of Dallas, Inc.	034491	7236 Blue Mound Rd.	#104	Fort Worth	TX	76131	817/306-0101
Ampex Brands PH of Dallas, Inc.	034513	6415 N. Beach Street		Fort Worth	TX	76137	817/232-6019
Ampex Brands PH of Dallas, Inc.	034538	2400 W Berry St		Fort Worth	TX	76110	817/927-7027
Ampex Brands PH of Dallas, Inc.	034542	4640 Camp Bowie Blvd		Fort Worth	TX	76107	817/377-4444
Ampex Brands PH of Dallas, Inc.	034549	9124 Camp Bowie West	#350	Fort Worth	TX	76116	817/244-7100
Ampex Brands PH of Dallas, Inc.	034554	1801 Eastchase Pkwy	Suite #125	Fort Worth	TX	76120	817/460-2421
Ampex Brands PH of Dallas, Inc.	034654	4624 W. Bailey Boswell Rd.	Suite 230	Fort Worth	TX	76179	817/236-4440
ADT Texas LLC	039006	6445 McCart Ave		Fort Worth	TX	76133	817/294-9922
ADT Texas LLC	039007	1316 Sycamore School Rd Ste 110		Fort Worth	TX	76134	817/551-7171
ADT Texas LLC	039022	5400 Overton Ridge Blvd		Fort Worth	TX	76132	817/346-6051
ADT Texas LLC	039023	4233 E. Lancaster		Fort Worth	TX	76103	817/535-2564
ADT Texas LLC	039026	2714 East Berry St.		Fort Worth	TX	76105	817/535-5533
Ampex Brands PH of Dallas, Inc.	039569	6310 Meadowbrook Dr., Suite 108		Fort Worth	TX	76112	817/457-9999
Brazos Pizza, Inc.	030289	605 W. Hwy. 79		Franklin	TX	77856	979/828-0075
Heart of Texas Pizza LP	022310	1104 East Main		Fredericksburg	TX	78624	830/997-7222
Ayvaz Pizza, LLC	039292	12207 State Hwy. 6 Suite F		Fresno	TX	77545	281/431-9602
Ayvaz Pizza, LLC	039280	108 W. Parkwood Ave.		Friendswood	TX	77546	281/482-0444
Tumbleweed Pizza Partners, L.P.	027706	7447 Hillcrest Dr.		Frisco	TX	75035	972/377-2000
Tumbleweed Pizza Partners, L.P.	031559	11445 Dallas Pkwy.	Ste. 285	Frisco	TX	75034	214/618-8770
Tumbleweed Pizza Partners, L.P.	033664	12244 FM 423, Suite 300		Frisco	TX	75033	214/494-4533
Tumbleweed Pizza Partners, L.P.	036550	2772 Stonebrook Parkway, Suite 300		Frisco	TX	75034	972/712-2225
Bergen Food Enterprises, Inc.	005796	738 N Grand Ave.		Gainesville	TX	76240	940/665-6292
Ayvaz Pizza, LLC	039334	4908C Seawall Blvd.		Galveston	TX	77551	409/740-3400
ITL Foods, L.P.	027268	1449 W Buckingham Rd		Garland	TX	75042	972/530-7100
ITL Foods, L.P.	027274	3725 W Walnut St.		Garland	TX	75042	972/276-1010
Tex Food, LLC	027449	2218 W Kingsley Rd		Garland	TX	75041	972/271-1414
SPS Foods, LLC	028360	6850 N Shiloh Rd Suite I		Garland	TX	75044	972/414-3606
Ampex Brands PH of Dallas, Inc.	034525	5335 Broadway Blvd.	#215	Garland	TX	75043	972/240-2440
American Pizza Partners, L.P.	008433	2509 S Hwy 36		Gatesville	TX	76528	254/865-8945
American Pizza Partners, L.P.	007158	928 N Austin Ave		Georgetown	TX	78626	512/863-9556
American Pizza Partners, L.P.	028459	1088 East Austin Street		Giddings	TX	78942	979/212-5009
Tall Timbers Pizza Hut, Inc.	035205	1413 N. Wood		Gilmer	TX	75644	903/843-5589
Tall Timbers Pizza Hut, Inc.	035200	1408 E Broadway Ave		Gladewater	TX	75647	903/845-5571
ADT Texas LLC	039024	507 SW Big Bend Trail, Suite B (Hwy 67 near High S		Glen Rose	TX	76043	254/898-0066
Ayvaz Pizza, LLC	039156	312 US Hwy 90A E		Gonzales	TX	78629	830/672-9616
Pizza Hut of Southeast Kansas, Inc.	024400	1805 State Hwy. 16 South		Graham	TX	76450	940/549-5401
Pizza Hut of Southeast Kansas, Inc.	014466	1014 S Morgan		Granbury	TX	76048	817/573-3765
Ampex Brands PH of Dallas, Inc.	034515	950 S Carrier Parkway	Suite 160	Grand Prairie	TX	75051	972/642-5000
ADT Texas LLC	039012	3040 Camp Wisdom Rd.	#120	Grand Prairie	TX	75052	972/602-8658
ADT Texas LLC	039020	3502 S Carrier Pkwy Ste E		Grand Prairie	TX	75052	972/642-8444
Tall Timbers Pizza Hut, Inc.	032712	701 E Northwest Hwy		Grapevine	TX	76051	817/421-8888
Tall Timbers Pizza Hut, Inc.	022385	5303 Wesley Street		Greenville	TX	75402	903/455-3400
Buffalo PH, Inc.	027456	408 South J.B. Riggs		Groesbeck	TX	76642	254/729-0344
Tall Timbers Pizza Hut, Inc.	035206	501 West Main		Gun Barrel City	TX	75156	903/887-7935
Hallettesville PH, Inc.	030814	1632 N. Texana		Hallettsville	TX	77964	361/798-5500

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Ampex Brands PH of Dallas, Inc.	034507	4125 E Belknap St	Suite 127	Haltom City	TX	76111	817/838-9999
Ampex Brands PH of Dallas, Inc.	034537	3143 Denton Hwy		Haltom City	TX	76117	817/838-3535
American Pizza Partners, L.P.	014612	520 Pan American Dr		Harker Heights	TX	76548	254/699-2233
Ayvaz Pizza, LLC	039472	1224 S Commerce St		Harlingen	TX	78550	956/423-1900
Ayvaz Pizza, LLC	039484	920 Morgan Blvd		Harlingen	TX	78550	956/428-2191
Ayvaz Pizza, LLC	039490	1802 W Tyler St		Harlingen	TX	78550	956/425-6520
Brazos Pizza, Inc.	008577	1002 S Market St		Hearne	TX	77859	979/279-5386
Emerge Pizza of San Antonio, LLC	041704	12730 Bandera Rd		Helotes	TX	78023	210/695-4570
Four PZ Pizza, Inc.	024587	637 Hwy 290		Hempstead	TX	77445	979/826-8001
Tall Timbers Pizza Hut, Inc.	035201	430 Us Highway 79 S		Henderson	TX	75654	903/657-1665
LaRaza Pizza, Inc.	023870	1304 West First Street		Hereford	TX	79045	806/364-5551
American Pizza Partners, L.P.	010397	203 N. Hewitt Drive		Hewitt	TX	76643	254/666-9999
Ampex Brands PH of Dallas, Inc.	034519	303 I 35 Hwy NW		Hillsboro	TX	76645	254/582-8295
Four PZ Pizza, Inc.	028558	23931 Nichols-Sawmill Rd., Ste. E		Hockley	TX	77447	281/259-6666
Ayvaz Pizza, LLC	039223	801 19th St		Hondo	TX	78861	830/426-3391
Ayvaz Pizza, LLC	039317	140 North Kenazo, Space F		Horizon City	TX	79928	915/245-3210
RTL Foods, LLC	032242	1930 Fry Road		Houston	TX	77084	281/578-7461
RTL Foods, LLC	032248	10815 Veterans Memorial Dr.	#1300	Houston	TX	77067	281/587-1792
RTL Foods, LLC	032251	4062 Little York Rd		Houston	TX	77093	713/691-4167
RTL Foods, LLC	032252	415 W Little York Rd, A1		Houston	TX	77076	713/692-1022
RTL Foods, LLC	032256	18174 River Sage Drive	Suite # 115	Houston	TX	77084	281/550-1818
RTL Foods, LLC	032257	5627 Aldine Bender Road		Houston	TX	77032	281/590-1600
RTL Foods, LLC	032262	8090 Antoine Road		Houston	TX	77088	281/591-6800
RTL Foods, LLC	032263	8576 Highway 6 N		Houston	TX	77095	281/463-7788
RTL Foods, LLC	032264	17500 Northwest Freeway		Houston	TX	77040	713/896-6666
RTL Foods, LLC	032267	13096 Veterans Memorial Dr.	Torrey Sq Spg Ctr	Houston	TX	77014	281/583-5100
RTL Foods, LLC	032269	7652 Gessner Dr.		Houston	TX	77040	832/467-3350
RTL Foods, LLC	032270	16166 Rippling Water Dr.		Houston	TX	77084	281/856-2200
RTL Foods, LLC	036279	10998 I-45		Houston	TX	77037	281/447-8373
Ayvaz Pizza, LLC	039245	5330 Antoine Dr.		Houston	TX	77091	713/688-0888
Ayvaz Pizza, LLC	039246	4001 Bellaire Blvd.		Houston	TX	77025	713/664-2222
Ayvaz Pizza, LLC	039247	743 Dairy Ashford Road		Houston	TX	77079	281/497-0420
Ayvaz Pizza, LLC	039252	12120 Westheimer Rd		Houston	TX	77077	281/497-5959
Ayvaz Pizza, LLC	039253	2018 Gessner Dr.		Houston	TX	77080	713/973-9444
Ayvaz Pizza, LLC	039254	7820 Long Point Rd		Houston	TX	77055	713/688-8100
Ayvaz Pizza, LLC	039255	7076 Bissonnet St.	A-10	Houston	TX	77074	713/995-0555
Ayvaz Pizza, LLC	039256	11017a Chimney Rock Rd		Houston	TX	77096	713/721-2777
Ayvaz Pizza, LLC	039260	6415 San Felipe St.		Houston	TX	77057	713/783-8899
Ayvaz Pizza, LLC	039262	12616 Jones Rd		Houston	TX	77070	281/894-5353
Ayvaz Pizza, LLC	039263	2100 W Holcombe Blvd		Houston	TX	77030	713/521-2266
Ayvaz Pizza, LLC	039264	10886 Beechnut St		Houston	TX	77072	281/530-3355
Ayvaz Pizza, LLC	039265	8400 W. Bellfort Ave		Houston	TX	77071	346/816-2520
Ayvaz Pizza, LLC	039268	9369 Richmond Ave		Houston	TX	77063	713/266-6161
Ayvaz Pizza, LLC	039269	10904 Scarsdale Blvd		Houston	TX	77089	281/484-0111
Ayvaz Pizza, LLC	039271	1225 Westheimer Rd		Houston	TX	77006	713/521-3366
Ayvaz Pizza, LLC	039272	1227 W 43rd St		Houston	TX	77018	713/681-4600
Ayvaz Pizza, LLC	039273	12775 Bissonet Street		Houston	TX	77099	281/495-4393
Ayvaz Pizza, LLC	039277	10555 Westheimer Rd		Houston	TX	77042	713/784-0298
Ayvaz Pizza, LLC	039283	3320 Hwy 6 (Mission Bend) #B		Houston	TX	77082	281/558-7041
Ayvaz Pizza, LLC	039287	12000 Bellaire Blvd. #200		Houston	TX	77072	281/495-4090
Ayvaz Pizza, LLC	039288	3620 Katy Freeway (at Heights Blvd).		Houston	TX	77007	713/861-8877
Ayvaz Pizza, LLC	039289	15002 Ella Blvd.	#18	Houston	TX	77090	281/872-0077

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Ayvaz Pizza, LLC	039291	4400 North Freeway,	#D200	Houston	TX	77022	713/695-0384
Ayvaz Pizza, LLC	039294	2323 Clear Lake City Blvd.	#110	Houston	TX	77062	281/486-1621
Ayvaz Pizza, LLC	039296	8880-D Bellaire Blvd.		Houston	TX	77036	713/777-0338
Ayvaz Pizza, LLC	039307	17254 State Highway 249		Houston	TX	77064	281/955-7400
Ayvaz Pizza, LLC	039311	5302 Chimney Rock Rd		Houston	TX	77081	713/667-6667
Ayvaz Pizza, LLC	039313	4407 W. Fuqua Rd.	Suite H	Houston	TX	77053	713/434-5566
Ayvaz Pizza, LLC	039320	13526 E. Tidwell		Houston	TX	77044	346/998-2223
Ayvaz Pizza, LLC	039321	13176 W. Lake Houston Parkway		Houston	TX	77044	346/998-2226
Ayvaz Pizza, LLC	039322	9441 Cullen Blvd.		Houston	TX	77033	346/998-3773
Ayvaz Pizza, LLC	039326	8615 Tidwell Rd., Suite B		Houston	TX	77028	346/998-3774
Ayvaz Pizza, LLC	039329	906 Saint Emanuel Street		Houston	TX	77003	346/998-3775
Ayvaz Pizza, LLC	039438	8057 Kirby Dr., Suite B		Houston	TX	77054	346/998-3776
Ayvaz Pizza, LLC	039444	4001 Richmond Ave, Suite D		Houston	TX	77027	713/621-3344
Ayvaz Pizza, LLC	039520	1702 W Loop N Freeway	Suite 1720A	Houston	TX	77008	346/201-7676
Ayvaz Pizza, LLC	039524	1454 Lockwood Dr, Space C		Houston	TX	77020	346/800-9096
Delect Foods of Tri-City, LLC	040124	7815 Bellfort St		Houston	TX	77061	713/649-3089
Delect Foods of Tri-City, LLC	040125	8925 Clearwood St		Houston	TX	77075	713/946-4201
Delect Foods of Tri-City, LLC	040126	710 S Wayside Dr		Houston	TX	77023	713/926-2539
Delect Foods of Tri-City, LLC	040128	15325 Wallisville Rd		Houston	TX	77049	281/458-7929
Delect Foods of Tri-City, LLC	040134	9 Uvalde Rd	Suite 11	Houston	TX	77015	713/455-0600
Delect Foods of Tri-City, LLC	040136	8501 S Sam Houston Pkwy, E	Suite D120	Houston	TX	77075	713/987-1111
Delect Foods of Tri-City, LLC	040139	941 Federal Rd		Houston	TX	77015	713/453-0556
Delect Foods of Tri-City, LLC	040142	3929 Old Spanish Trail	Suite 175	Houston	TX	77021	832/649-8300
Delect Foods of Tri-City, LLC	041676	7020 Woodridge Drive		Houston	TX	77087	713/640-1029
Cut-N-Shoot PH, Inc.	037206	11747 FM 1960 #C-120		Huffman	TX	77336	281/436-9356
RTL Foods, LLC	032244	6430 FM 1960 Rd. E	Suite 600	Humble	TX	77346	281/852-2017
RTL Foods, LLC	032247	4801 Wilson Rd.	#600	Humble	TX	77396	281/441-1230
Ayvaz Pizza, LLC	039251	3103 FM 1960 Rd. W	SUITE K	Humble	TX	77338	281/443-7851
Ayvaz Pizza, LLC	039305	150 1st St		Humble	TX	77338	281/446-1711
Huntsville PH, Inc.	027671	4030 Sam Houston Ave., Suite D		Huntsville	TX	77340	936/295-3580
Huntsville PH, Inc.	036568	235 I-45 Suite C		Huntsville	TX	77340	936/294-9191
Ampex Brands PH of Dallas, Inc.	034512	712 W. Pipeline Rd.		Hurst	TX	76053	817/282-6633
American Pizza Partners, L.P.	026102	143 Exchange Boulevard		Hutto	TX	78634	512/642-4415
Ayvaz Pizza, LLC	039332	2661 Hwy. 361, Suite A		Ingleside	TX	78362	361/345-7077
Pizza Hut of Southeast Kansas, Inc.	010183	412 W Park		Iowa Park	TX	76367	940/592-2772
Ampex Brands PH of Dallas, Inc.	034487	1111 W. Airport Freeway #117		Irving	TX	75062	972/252-9086
Ampex Brands PH of Dallas, Inc.	034489	5479 N. MacArthur Drive		Irving	TX	75038	214/492-1041
Ampex Brands PH of Dallas, Inc.	034495	3501 N. Belt Line Rd		Irving	TX	75062	972/659-0074
Ampex Brands PH of Dallas, Inc.	034504	819 N Beltline Rd		Irving	TX	75061	972/790-2030
Ampex Brands PH of Dallas, Inc.	034510	411 E Royal Lane	Suite # 150	Irving	TX	75039	214/496-0830
Ampex Brands PH of Dallas, Inc.	034534	2335 W Shady Grove Rd		Irving	TX	75060	972/399-1616
Tall Timbers Pizza Hut, Inc.	035207	1608 S Jackson St.		Jacksonville	TX	75766	903/586-6531
Arnold Family of Restaurants, LLC	038864	420 E. Gibson, St. Ste 300		Jasper	TX	75951	409/202-8244
Tall Timbers Pizza Hut, Inc.	031014	790 FM 156		Justin	TX	76247	940/648-9898
RTL Foods, LLC	032245	2001 Katy Mill Boulevard		Katy	TX	77494	281/392-3240
RTL Foods, LLC	032255	5444 N Fry Road	Suite A	Katy	TX	77449	281/859-6588
RTL Foods, LLC	032259	2721 FM 1463 Road	Suite 110	Katy	TX	77494	281/574-1122
RTL Foods, LLC	032265	803 Mason Rd.	#460	Katy	TX	77450	281/578-7676
RTL Foods, LLC	032266	22082 Westheimer Pkwy		Katy	TX	77450	281/578-1936
RTL Foods, LLC	032338	2922 Mason Rd	Suite 110	Katy	TX	77449	281/398-1866
Four PZ Pizza, Inc.	040915	23927 FM 529		Katy	TX	77493	346/307-3180
Tall Timbers Pizza Hut, Inc.	034649	2250 S Washington St		Kaufman	TX	75142	972/932-3919
Ampex Brands PH of Dallas, Inc.	034488	10736 N. Beach St.		Keller	TX	76248	817/431-0998

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Ampex Brands PH of Dallas, Inc.	034501	12584 N Beach St	Suite 134	Keller	TX	76244	817/562-2644
Ampex Brands PH of Dallas, Inc.	034540	1004 Keller Pkwy.	#116	Keller	TX	76248	817/431-6576
Ayvaz Pizza, LLC	039224	106 N. Sunset Strip		Kenedy	TX	78119	830/583-9864
ADT Texas LLC	035514	225 E Jim Sharp Blvd		Kermit	TX	79745	432/586-6645
Ayvaz Pizza, LLC	039225	999 Junction Hwy		Kerrville	TX	78028	830/895-4141
Tall Timbers Pizza Hut, Inc.	035208	1213 1/2 N Kilgore St		Kilgore	TX	75662	903/984-4026
American Pizza Partners, L.P.	014608	2503 E Rancier Ave		Killeen	TX	76543	254/526-6888
American Pizza Partners, L.P.	024529	3905 S Clear Creek Road Ste 105		Killeen	TX	76549	254/519-2424
American Pizza Partners, L.P.	028350	4803 Trimmier Road, Suite A		Killeen	TX	76542	254/245-9299
Ayvaz Pizza, LLC	039167	1330 14th St		Kingsville	TX	78363	361/595-5652
Ayvaz Pizza, LLC	039261	3050 Northpark Dr		Kingwood	TX	77339	281/360-3322
Ayvaz Pizza, LLC	039298	720A Kingwood Drive		Kingwood	TX	77339	281/358-0683
Ampex Brands PH of Dallas, Inc.	034499	900 E McCart St	Suite 700	Krum	TX	76249	940/482-1824
Heart of Texas Pizza LP	032131	4650 Farm To Market 1626 #100		Kyle	TX	78640	512/256-5980
Ayvaz Pizza, LLC	040916	717 N Main St		La Feria	TX	78559	956/887-3058
American Pizza Partners, L.P.	010496	2230 Bus. Hwy 71 West		La Grange	TX	78945	979/968-3125
Ayvaz Pizza, LLC	039301	3010 FM 1764		La Marque	TX	77568	409/986-6465
Campiza Foods of West Texas, Inc.	031794	804 N. Lynn Ave.		La Mesa	TX	79331	806/872-8309
Ayvaz Pizza, LLC	039285	1307 West Fairmont Pkwy.		La Porte	TX	77571	281/470-1974
Ayvaz Pizza, LLC	039316	14414 US Highway 87 W Ste 009I		La Vernia	TX	78121	830/542-6669
Ayvaz Pizza, LLC	039306	120 Circle Way St		Lake Jackson	TX	77566	979/297-5281
Ampex Brands PH of Dallas, Inc.	034551	6504 Lake Worth Blvd		Lake Worth	TX	76135	817/238-8080
Heart of Texas Pizza LP	022311	1602 S Key		Lampasas	TX	76550	512/556-8211
Ampex Brands PH of Dallas, Inc.	034532	1450 W. Pleasant Run	#102	Lancaster	TX	75146	972/227-6200
Ayvaz Pizza, LLC	039473	1519 Guadalupe St		Laredo	TX	78040	956/722-0222
Ayvaz Pizza, LLC	039478	4821 San Bernardo Ave		Laredo	TX	78041	956/722-3682
Ayvaz Pizza, LLC	039485	2619 E Saunders St		Laredo	TX	78041	956/727-1354
Ayvaz Pizza, LLC	039491	5303 Mcpherson Ave		Laredo	TX	78041	956/727-8988
Ayvaz Pizza, LLC	039492	2106 Santa Ursula Ave		Laredo	TX	78040	956/722-1234
Ayvaz Pizza, LLC	039496	2119 Pine		Laredo	TX	78046	956/791-1199
Ayvaz Pizza, LLC	039499	9001 Fm 1472		Laredo	TX	78041	956/791-8888
Ayvaz Pizza, LLC	039502	9810 N Mcpherson Ave		Laredo	TX	78045	956/725-9933
Ayvaz Pizza, LLC	039512	2329 Jacaman Road #13		Laredo	TX	78041	956/568-0414
Ayvaz Pizza, LLC	040768	4415 S Zapata Hwy Ste 500		Laredo	TX	78046	956/477-0103
Ayvaz Pizza, LLC	039267	651 Egret Bay Blvd.	Suite G	League City	TX	77573	281/554-4141
Ayvaz Pizza, LLC	039312	2800 W Main Street	Suite C	League City	TX	77573	281/338-8707
Ayvaz Pizza, LLC	039463	6640 South Shore Blvd		League City	TX	77573	832/905-0111
American Pizza Partners, L.P.	026909	1395 Hwy. 183		Leander	TX	78641	512/260-8808
Hut Texas LLC	041788	403 East State Highway 114		Levelland	TX	79336	806/894-9696
Tall Timbers Pizza Hut, Inc.	034478	1301 FM 407 Ste 209		Lewisville	TX	75077	972/318-1888
Ampex Brands PH of Dallas, Inc.	034514	1081 W Main St	Suite 109	Lewisville	TX	75067	972/221-2300
Ampex Brands PH of Dallas, Inc.	034528	2154 S Hwy 121	Suite 100	Lewisville	TX	75067	972/315-8388
Ayvaz Pizza, LLC	039308	2350 N. Main St.		Liberty	TX	77575	936/336-8708
Hut Texas LLC	038050	3222 S. Main Street		Lindale	TX	75771	903/881-8691
Hut Texas LLC	041790	101 E Marshall Howard Blvd		Littlefield	TX	79339	806/385-3905
American Pizza Partners, L.P.	040660	1205 W Church St		Livingston	TX	77351	936/327-3115
Heart of Texas Pizza LP	022313	610 S Colorado		Lockhart	TX	78644	512/398-3451
Tall Timbers Pizza Hut, Inc.	035198	1906 E Marshall Ave		Longview	TX	75601	903/753-2234
Tall Timbers Pizza Hut, Inc.	035199	2100 Gilmer Rd		Longview	TX	75604	903/297-4771
Tall Timbers Pizza Hut, Inc.	035210	2106 Judson Road		Longview	TX	75605	903/758-8111
Ayvaz Pizza, LLC	041948	1010 W. Ocean Blvd., Suite 101		Los Fresnos	TX	78566	956/303-0060
Campiza Foods, Inc.	014473	2109 19th Street		Lubbock	TX	79401	806/749-8300
Campiza Foods of West Texas, Inc.	023115	3001 50th Street		Lubbock	TX	79412	806/749-8200

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Legal Entity	Store ID	Address	Adress 2	City	State	Postal	Business Phone
Campiza Foods, Inc.	026247	305 Frankford Ave.		Lubbock	TX	79416	806/799-0090
Campiza Foods, Inc.	029288	1910 Quaker Ave., Suite 103		Lubbock	TX	79407	806/792-9922
Campiza Foods of West Texas, Inc.	032642	3301 98th Street		Lubbock	TX	79423	806/797-0007
Campiza Foods of West Texas, Inc.	032744	9830 Slide Rd		Lubbock	TX	79424	806/794-9100
Campiza Foods of West Texas, Inc.	035247	1824 Parkway Dr		Lubbock	TX	79403	806/771-5570
Campiza Foods of West Texas, Inc.	036790	5412 Slide Rd Ste 500		Lubbock	TX	79414	806/797-0700
Hut Texas LLC	041785	11814 S Indiana Ave.,		Lubbock	TX	79423	806/993-7700
Hut Texas LLC	038049	4505 S. Medford Drive.	Suite 305	Lufkin	TX	75901	936/639-3939
Heart of Texas Pizza LP	022314	700 E Pierce St		Luling	TX	78648	830/875-2451
Hut Texas LLC	038059	693 S Main St		Lumberton	TX	77657	409/755-7740
Pizza Hut of Madisonville, Texas	034222	2703 E Main		Madisonville	TX	77864	936/348-3705
Four PZ Pizza, Inc.	026709	32826 FM 2978		Magnolia	TX	77354	281/259-5500
Four PZ Pizza, Inc.	027534	18005 FM 1488		Magnolia	TX	77354	281/259-1919
Heart of Texas Pizza LP	034243	11300 Highway 290 East	Bldg 3	Manor	TX	78653	512/243-5151
ADT Texas LLC	039005	2851 Matlock Rd., #614		Mansfield	TX	76063	817/473-1900
ADT Texas LLC	039013	3806 East Broad St. #120		Mansfield	TX	76063	817/453-8966
ADT Texas LLC	039027	640 W. Debbie Lane #150		Mansfield	TX	76063	817/473-1108
Ayvaz Pizza, LLC	039330	20226 Texas Hwy. 6, Suite A		Manvel	TX	77578	832/637-5252
Heart of Texas Pizza LP	022315	901 FM 1431, Ste 100		Marble Falls	TX	78654	830/693-7975
Heart of Texas Pizza LP	022316	219 Craik St		Marlin	TX	76661	254/883-9262
Tall Timbers Pizza Hut, Inc.	035203	1601 E End Blvd S		Marshall	TX	75670	903/935-9306
Ayvaz Pizza, LLC	039158	517 N. Old Hwy 9		Mathis	TX	78368	361/547-9127
Ayvaz Pizza, LLC	039468	2000 S Mccoll Ste E		McAllen	TX	78503	956/630-3077
Ayvaz Pizza, LLC	039469	739 W. Dove		McAllen	TX	78504	956/971-8282
Ayvaz Pizza, LLC	039471	404 S 10th St		McAllen	TX	78501	956/682-4115
Ayvaz Pizza, LLC	039476	3609 N 10th St		McAllen	TX	78501	956/686-1701
Ayvaz Pizza, LLC	039486	2121 N 23rd St		McAllen	TX	78501	956/687-7859
Tumbleweed Pizza Partners, L.P.	027095	210 N. Custer Rd.	#160	McKinney	TX	75071	972/542-0648
Tumbleweed Pizza Partners, L.P.	029368	4987 West University		McKinney	TX	75071	214/491-1650
LVM Foods, LLC	040470	8408 Stacy Rd., Ste. 150		McKinney	TX	75070	972/369-0041
LVM Foods, LLC	040471	1720 N. Central Expressway, Suite 210		McKinney	TX	75070	972/548-8999
Tumbleweed Pizza Partners, L.P.	041856	230 S Hardin Blvd Suite 100		McKinney	TX	75071	972/542-1616
Ayvaz Pizza, LLC	039278	11611 W Airport Blvd		Meadows Place	TX	77477	281/240-5800
SPS Foods, LLC	028359	3591 McKinney St		Melissa	TX	75454	972/837-2612
Ayvaz Pizza, LLC	039482	826 W 2nd St		Mercedes	TX	78570	956/565-6319
Ampex Brands PH of Dallas, Inc.	034481	16080 LBJ Freeway		Mesquite	TX	75150	972/681-4295
Ampex Brands PH of Dallas, Inc.	034492	701 E. Cartwright Rd.	#109	Mesquite	TX	75149	972/329-1122
Ampex Brands PH of Dallas, Inc.	034503	909 Gross Rd	Suite 340	Mesquite	TX	75149	972/285-1015
Ampex Brands PH of Dallas, Inc.	034553	2929 N. Galloway Ave.	#110	Mesquite	TX	75150	972/681-1110
Heart of Texas Pizza LP	026019	822 W. Milam		Mexia	TX	76667	254/562-5565
ADT Texas LLC	035502	427 Andrews Hwy		Midland	TX	79701	432/682-3302
ADT Texas LLC	035504	2200 Wadley Dr.		Midland	TX	79705	432/683-2240
ADT Texas LLC	035506	4320 Andrews Hwy		Midland	TX	79703	432/697-5581
ADT Texas LLC	035516	4400 N Midland Dr Ste 201		Midland	TX	79707	432/694-7225
ADT Texas LLC	039009	910 Main St., #800		Midlothian	TX	76065	972/775-8115
Tall Timbers Pizza Hut, Inc.	040024	1211 N Johnson		Mineola	TX	75773	903/569-5437
Pizza Hut of Southeast Kansas, Inc.	014399	100 SE 10th Ave		Mineral Wells	TX	76067	940/325-4461
Ayvaz Pizza, LLC	039477	821 E 9th St		Mission	TX	78572	956/581-7466
Ayvaz Pizza, LLC	039494	311 E Us Expressway 83		Mission	TX	78572	956/581-9000
Ayvaz Pizza, LLC	039506	7222 W Expressway 83		Mission	TX	78572	956/585-7750
Ayvaz Pizza, LLC	039507	2217 E Griffin Pkwy		Mission	TX	78572	956/585-0185
Ayvaz Pizza, LLC	039257	2292 FM 2234 Rd.	Texas Parkway	Missouri City	TX	77489	281/261-6611
Ayvaz Pizza, LLC	039270	7110 Hwy 6	Suite A	Missouri City	TX	77459	281/208-3100

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ADT Texas LLC	035515	501 S Main St		Monahans	TX	79756	432/943-2701
Delect Foods of Tri-City, LLC	040131	10425 Eagle Dr	Suite 4	Mont Belvieu	TX	77523	281/576-6067
Four PZ Pizza, Inc.	027756	19380 Highway 105 West, Suite 528		Montgomery	TX	77356	936/582-4100
Four PZ Pizza, Inc.	032203	15250 Hwy 105 W	Suite 154	Montgomery	TX	77356	936/588-6600
Tall Timbers Pizza Hut, Inc.	040023	1902 S Jefferson Ave		Mount Pleasant	TX	75455	903/572-1871
Hut Texas LLC	041791	1414 W American Blvd		Muleshoe	TX	79347	806/272-4213
Lawrence E. Marshall, Sr., individually	012522	3102 N University Dr		Nacogdoches	TX	75965	936/569-9999
Lawrence E. Marshall, Sr., individually	032713	1632 South St		Nacogdoches	TX	75964	936/564-5400
Four PZ Pizza, Inc.	024588	9305 Hwy 90 South		Navasota	TX	77868	936/825-7273
Huntsville PH, Inc.	035421	13400 TX-36		Needville	TX	77461	979/793-7821
Arkansas Pizza, Inc.	014236	1012 N Center St		New Boston	TX	75570	903/628-5527
Ayvaz Pizza, LLC	039238	890 N Business Ih-35		New Braunfels	TX	78130	830/626-8888
Ayvaz Pizza, LLC	039327	1847 W. State Highway 46, Suite E		New Braunfels	TX	78132	830/302-2727
Ayvaz Pizza, LLC	039325	19574 FM 1485 Rd.	Suite C	New Caney	TX	77357	281/973-2210
Tall Timbers Pizza Hut, Inc.	038818	1248 FM 407, Suite 400		Northlake	TX	76226	940/334-0121
ADT Texas LLC	035508	2113 Andrews Hwy		Odessa	TX	79761	432/332-2111
ADT Texas LLC	035509	3824 E 42nd St		Odessa	TX	79762	432/362-4011
ADT Texas LLC	035510	2131 E 8th St		Odessa	TX	79761	432/333-4422
ADT Texas LLC	035511	2625 N Country Rd. W		Odessa	TX	79763	432/332-7222
ADT Texas LLC	035512	4960 E University Blvd		Odessa	TX	79762	432/367-6505
ADT Texas LLC	035518	2260 Linda Ave., Suite 105		Odessa	TX	79763	432/332-1470
ADT Texas LLC	040649	1101 E 87th St #300		Odessa	TX	79765	432/308-5024
Tall Timbers Pizza Hut, Inc.	035209	3400 Loop 256		Palestine	TX	75801	903/723-5109
Ayvaz Pizza, LLC	039510	4416 N. Conway Ave., Suite 114		Palmhurst	TX	78573	956/580-9727
LaRaza Pizza, Inc.	010190	1500 N Banks St		Pampa	TX	79065	806/665-0887
Bergen Food Enterprises, Inc.	029342	3565 NE Loop 286		Paris	TX	75460	903/784-5051
Ayvaz Pizza, LLC	039274	4014 Fairmont Pkwy.	(at Burke Rd.)	Pasadena	TX	77504	281/991-6055
Ayvaz Pizza, LLC	039297	3033 Shaver St.		Pasadena	TX	77502	713/943-6089
Ayvaz Pizza, LLC	039309	6845 Spencer Hwy		Pasadena	TX	77505	281/998-3737
Delect Foods of Tri-City, LLC	040132	2016 S Richey St		Pasadena	TX	77502	713/920-1080
Delect Foods of Tri-City, LLC	040140	3017 Red Bluff Rd		Pasadena	TX	77503	713/472-3300
Ayvaz Pizza, LLC	039279	10504 Broadway St.	#100	Pearland	TX	77584	713/436-1014
Ayvaz Pizza, LLC	039286	2728 Broadway St.		Pearland	TX	77581	281/485-5373
Ayvaz Pizza, LLC	039290	6200 Broadway Suite 124		Pearland	TX	77581	281/485-0660
Ayvaz Pizza, LLC	039299	11601 Shadow Creek Pkwy.	#119	Pearland	TX	77584	713/436-2217
Ayvaz Pizza, LLC	039226	814 North Oak		Pearsall	TX	78061	830/334-8051
ADT Texas LLC	035513	524 S Cedar St		Pecos	TX	79772	432/445-2929
GMRG ACQ 1, LLC	035972	1902 S. Main Street		Perryton	TX	79070	806/435-4061
Heart of Texas Pizza LP	022318	100 12th St Ste 102		Pflugerville	TX	78660	512/990-8444
Heart of Texas Pizza LP	036499	1713 FM 685 Ste 100		Pflugerville	TX	78660	512/291-7886
Ayvaz Pizza, LLC	039480	1001 W Highway 83		Pharr	TX	78577	956/787-1593
Ayvaz Pizza, LLC	039511	1300 S. Cage Blvd. Suite 15		Pharr	TX	78577	956/702-0800
Ayvaz Pizza, LLC	039516	8001 S Jackson Rd		Pharr	TX	78577	956/403-6655
Tall Timbers Pizza Hut, Inc.	028392	730 S. Hwy. 377, Suite 102		Pilot Point	TX	76258	940/686-9800
Hut Texas LLC	041787	1108 N. Interstate Hwy. 27		Plainview	TX	79072	806/293-5334
ITL Foods, L.P.	027278	6141 Windhaven Pkwy. #135		Plano	TX	75093	972/403-1032
Ayvaz Pizza, LLC	039243	1343 HWY 97 W		Pleasanton	TX	78064	830/569-8783
Hut Texas LLC	038053	2800 26th St., Ste. 200		Port Arthur	TX	77640	409/982-5133
Hut Texas LLC	038054	4700 Hwy. 365, Suite U		Port Arthur	TX	77642	409/727-4343
Ayvaz Pizza, LLC	039505	1202 Hwy 100		Port Isabel	TX	78578	956/943-8888
Ayvaz Pizza, LLC	039161	425 N. 35 Hwy Bypass		Port Lavaca	TX	77979	361/552-6868
Ayvaz Pizza, LLC	039303	24040 FM 1314 Rd.		Porter	TX	77365	281/354-5100
Ayvaz Pizza, LLC	039184	1041 N. Highway 181		Portland	TX	78374	361/643-7544

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Hut Texas LLC	041786	402 S. Broadway		Post	TX	79356	806/495-2844
SPS Foods, LLC	028358	201 E Princeton Dr	Suite 108	Princeton	TX	75407	972/736-2158
SRG Foods, LLC	040516	1501 W Princeton Dr		Princeton	TX	75407	469/378-4012
Tall Timbers Pizza Hut, Inc.	026104	1049 Preston Rd.		Prosper	TX	75078	972/347-3355
Tall Timbers Pizza Hut, Inc.	027687	8755 Highway 34		Quinlan	TX	75474	903/356-3500
Ayvaz Pizza, LLC	039481	501 E Hidalgo Ave		Raymondville	TX	78580	956/689-5564
Ampex Brands PH of Dallas, Inc.	034547	108 E Ovilla Rd.	#100	Red Oak	TX	75154	972/576-2222
Ayvaz Pizza, LLC	039445	720 Victoria Hwy		Refugio	TX	78377	361/526-8103
ITL Foods, L.P.	027265	515 W Campbell Rd.	#113	Richardson	TX	75080	972/907-2900
ITL Foods, L.P.	027267	1602 E Belt Line Rd		Richardson	TX	75081	972/783-7000
RTL Foods, LLC	032249	26440 FM 1093 Rd. Suite 100		Richmond	TX	77406	281/693-1103
Ayvaz Pizza, LLC	041467	8122 W Grand Parkway S, Ste 400		Richmond	TX	77406	281/290-4642
Ayvaz Pizza, LLC	039227	4300 E. Hwy 83		Rio Grande City	TX	78582	956/487-2551
Tall Timbers Pizza Hut, Inc.	024623	117 E. Hwy 114		Roanoke	TX	76262	817/491-9990
Ayvaz Pizza, LLC	039171	309 W Avenue J		Robstown	TX	78380	361/387-1587
Brazos Pizza, Inc.	022849	1212 West Cameron		Rockdale	TX	76567	512/446-6131
Ayvaz Pizza, LLC	039189	2711 N. Hwy 35		Rockport	TX	78382	361/729-7270
Tex Food, LLC	027448	870 W Rusk St		Rockwall	TX	75087	972/771-0176
Tex Food, LLC	027450	2927 Ridge Road #101		Rockwall	TX	75032	972/771-6512
Ayvaz Pizza, LLC	039228	229 East Grant Street		Roma	TX	78584	956/849-4475
RTL Foods, LLC	032258	23507 Brazos Town Crossing		rosenberg	TX	77471	281/239-7070
RTL Foods, LLC	032268	5186 Avenue H		Rosenberg	TX	77471	281/232-6600
Ayvaz Pizza, LLC	040395	3244 Meridiana Pkwy		Rosharon	TX	77583	346/655-4206
American Pizza Partners, L.P.	014110	2000 N Mays St Ste 118		Round Rock	TX	78664	512/671-7400
American Pizza Partners, L.P.	023394	16420 FM 620 / Cat Hollow		Round Rock	TX	78681	512/828-3333
American Pizza Partners, L.P.	028386	1500 South A.W. Grimes Blvd., Bldg 3, Suite 350		Round Rock	TX	78664	512/494-4670
American Pizza Partners, L.P.	035415	1900 University Blvd, Suite 160		Round Rock	TX	78665	512/846-8302
Ampex Brands PH of Dallas, Inc.	034548	3701 Lakeview Pkwy.	#103	Rowlett	TX	75088	972/412-5600
Tex Food, LLC	027451	125 W I-30		Royse City	TX	75189	972/635-7570
Tall Timbers Pizza Hut, Inc.	035204	1208 N Main St		Rusk	TX	75785	903/683-6121
SPS Foods, LLC	028356	6310 Hwy 78,	#160	Sachse	TX	75048	972/495-0078
Ampex Brands PH of Dallas, Inc.	034480	616 S Saginaw Blvd		Saginaw	TX	76179	817/232-1571
San Angelo Pizza Partners, L.P.	014104	3510 Knickerbocker Rd		San Angelo	TX	76904	325/227-4159
San Angelo Pizza Partners, L.P.	037126	2910 Sherwood Way		San Angelo	TX	76901	325/657-0533
San Angelo Pizza Partners, L.P.	038971	1606 Pulliam St		San Angelo	TX	76905	325/657-0372
San Angelo Pizza Partners, L.P.	041396	502 West 15th St		San Angelo	TX	76903	325/653-4230
Ayvaz Pizza, LLC	039229	1008 SW Military Dr		San Antonio	TX	78221	210/817-2801
Ayvaz Pizza, LLC	039230	1926 Goliad		San Antonio	TX	78223	210/333-3942
Ayvaz Pizza, LLC	039231	3323 Roosevelt		San Antonio	TX	78214	210/924-7898
Ayvaz Pizza, LLC	039232	2035 S Hackberry		San Antonio	TX	78210	210/532-8042
Ayvaz Pizza, LLC	039233	1749 Loop 410 SW		San Antonio	TX	78227	210/817-2802
Ayvaz Pizza, LLC	039234	1820 S GENERAL MCMULLEN DR		San Antonio	TX	78226	210/817-2803
Ayvaz Pizza, LLC	039235	110 S. Ww White		San Antonio	TX	78219	210/337-0047
Ayvaz Pizza, LLC	039239	730 S Santa Rosa		San Antonio	TX	78204	210/224-8277
Ayvaz Pizza, LLC	039240	2549 SW Military		San Antonio	TX	78224	210/922-6910
Ayvaz Pizza, LLC	039319	302 VALLEY HI DR STE 102		San Antonio	TX	78227	210/675-6666
Ayvaz Pizza, LLC	039333	11203 Potranco Rd.		San Antonio	TX	78253	210/673-9933
Ayvaz Pizza, LLC	039514	15122 Potranco Rd		San Antonio	TX	78245	210/966-4455
Emerge Pizza of San Antonio, LLC	041699	6630 San Pedro Ave		San Antonio	TX	78216	210/826-1181
Emerge Pizza of San Antonio, LLC	041700	6418 Callaghan Rd		San Antonio	TX	78229	210/341-2492
Emerge Pizza of San Antonio, LLC	041701	20323 Huebner Ste 103		San Antonio	TX	78258	210/497-1123
Emerge Pizza of San Antonio, LLC	041702	4250 Fredericksburg Rd		San Antonio	TX	78201	210/736-2721

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Emerge Pizza of San Antonio, LLC	041706	11034 Military Dr W Ste 107		San Antonio	TX	78251	210/899-1890
Emerge Pizza of San Antonio, LLC	041707	24200 I-10 #111		San Antonio	TX	78257	210/888-8258
Emerge Pizza of San Antonio, LLC	041708	4232 Thousand Oaks Dr.		San Antonio	TX	78217	210/599-9200
Emerge Pizza of San Antonio, LLC	041709	26210 Canyon Golf Road #105		San Antonio	TX	78260	210/293-4485
Emerge Pizza of San Antonio, LLC	041710	21850 Bulverde Road		San Antonio	TX	78259	210/402-9690
Emerge Pizza of San Antonio, LLC	041711	6838 Alamo Pkwy		San Antonio	TX	78253	210/538-9800
Emerge Pizza of San Antonio, LLC	041712	8757 Grissom	Suite 500	San Antonio	TX	78250	210/680-5222
Emerge Pizza of San Antonio, LLC	041713	6404 Babcock Rd		San Antonio	TX	78249	210/696-4499
Emerge Pizza of San Antonio, LLC	041715	5731 Babcock Rd		San Antonio	TX	78240	210/696-6053
Emerge Pizza of San Antonio, LLC	041716	7319 N Fm 1604 W		San Antonio	TX	78255	210/695-2205
Emerge Pizza of San Antonio, LLC	041717	6380 Rittiman Rd		San Antonio	TX	78218	210/662-9137
Emerge Pizza of San Antonio, LLC	041718	5331 Walzem Rd		San Antonio	TX	78218	210/599-9400
Emerge Pizza of San Antonio, LLC	041719	627 Bandera Rd		San Antonio	TX	78228	210/434-1200
Emerge Pizza of San Antonio, LLC	041721	4001 W Commerce St		San Antonio	TX	78207	210/432-4766
Emerge Pizza of San Antonio, LLC	041722	6115 Ingram Rd		San Antonio	TX	78238	210/681-0594
Emerge Pizza of San Antonio, LLC	041724	611 San Pedro Ave		San Antonio	TX	78212	210/222-2540
Emerge Pizza of San Antonio, LLC	041725	1013 Austin Hwy.		San Antonio	TX	78209	210/828-5281
Emerge Pizza of San Antonio, LLC	041727	14600 Nacogdoches Rd		San Antonio	TX	78247	210/656-9344
Emerge Pizza of San Antonio, LLC	041728	4500 Dezavala		San Antonio	TX	78249	210/493-3101
Emerge Pizza of San Antonio, LLC	041729	7711 Tezel Rd		San Antonio	TX	78250	210/520-8061
Emerge Pizza of San Antonio, LLC	041730	7031 Bandera Rd		San Antonio	TX	78238	210/681-5581
Emerge Pizza of San Antonio, LLC	041731	16100 San Pedro Ave		San Antonio	TX	78232	210/494-7351
Emerge Pizza of San Antonio, LLC	041733	11727 West Ave		San Antonio	TX	78216	210/377-1876
Emerge Pizza of San Antonio, LLC	041734	2597 Jackson Keller		San Antonio	TX	78230	210/979-6466
Ayvaz Pizza, LLC	039498	1130 W Us Highway 77		San Benito	TX	78586	956/399-1612
Ayvaz Pizza, LLC	039501	651 N. Nebraska		San Juan	TX	78589	956/702-8800
Heart of Texas Pizza LP	030959	900 Bugg Lane, Suite 113		San Marcos	TX	78666	512/396-3696
Ampex Brands PH of Dallas, Inc.	034497	1004 Maple Street		Sanger	TX	76266	940/458-5229
Ayvaz Pizza, LLC	039328	12404 Hwy. 6		Santa Fe	TX	77510	409/440-7030
Ayvaz Pizza, LLC	041058	3820 FM 3009 Ste 100		Schertz	TX	78154	210/658-4440
Ayvaz Pizza, LLC	039284	2000 Highway 146 #2001	#220	Seabrook	TX	77586	281/291-9227
Ampex Brands PH of Dallas, Inc.	034521	110 Hall Rd		Seagoville	TX	75159	972/287-1311
RTL Foods, LLC	032240	251 Gebhardt Rd		Sealy	TX	77474	979/885-7447
Heart of Texas Pizza LP	028619	594 S. State Highway 123 Bypass		Seguin	TX	78155	830/549-5083
Campiza Foods of West Texas, Inc.	031707	1201 Hobbs Highway		Seminole	TX	79360	432/758-3277
Pizza Hut of Southeast Kansas, Inc.	030960	Main Exchange	220 Community Center Drive - Building #239	Sheppard Afb	TX	76311	940/851-0050
Bergen Food Enterprises, Inc.	009942	2020 Texoma Pkwy		Sherman	TX	75090	903/892-0303
Ayvaz Pizza, LLC	039159	210 W. Sinton		Sinton	TX	78387	361/364-4796
Hut Texas LLC	041792	1535 W Division St		Slaton	TX	79364	806/828-5888
Tumbleweed Pizza Partners, L.P.	012141	3909 College Ave		Snyder	TX	79549	325/573-4919
Ayvaz Pizza, LLC	039318	10600 North Loop		Socorro	TX	79927	915/245-3211
Ayvaz Pizza, LLC	039164	401 US Hwy 277 N.		Sonora	TX	76950	325/387-3540
Ayvaz Pizza, LLC	039503	1905 Padre Blvd		South Padre Island	TX	78597	956/761-1361
Tall Timbers Pizza Hut, Inc.	031749	100 W Southlake Blvd.	#100	Southlake	TX	76092	817/488-9900
GMRG ACQ 1, LLC	035926	207 S Hwy		Spearman	TX	79081	806/659-2547
Four PZ Pizza, Inc.	032299	13817 US-59 Business		Splendora	TX	77372	281/689-5490
Ayvaz Pizza, LLC	039248	8765 Spring Cypress Rd.	#P	Spring	TX	77379	281/376-8019
Ayvaz Pizza, LLC	039250	20051 Interstate 45		Spring	TX	77388	832/702-7997
Ayvaz Pizza, LLC	039266	18539 Kuykendahl Rd.		Spring	TX	77379	281/320-2020
Ayvaz Pizza, LLC	039295	24914 Kuykendahl Rd		Spring	TX	77389	281/351-8246
Ayvaz Pizza, LLC	039300	2757 Rayford Rd. Suite F		Spring	TX	77386	281/292-8916

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Legal Entity	Store ID	Address	Adress 2	City	State	Postal	Business Phone
Ayvaz Pizza, LLC	039519	21460 Kuykendahl Rd, Bldg. 14A		Spring	TX	77389	346/201-7700
Ayvaz Pizza, LLC	039241	20630 TX-46 #135		Spring Branch	TX	78070	830/980-5595
Tall Timbers Pizza Hut, Inc.	027295	446 E. Hwy 199		Springtown	TX	76082	817/523-4400
Progressive Pizza Partners, L.P.	041958	126 E. Hamilton St		Stamford	TX	79553	325/773-2707
Pizza Hut of Southeast Kansas, Inc.	013713	2320 W Washington		Stephenville	TX	76401	254/968-3941
RTL Foods, LLC	032271	19918 SW Freeway		Sugar Land	TX	77479	832/595-0444
Ayvaz Pizza, LLC	039258	3638 Highway 6, Bay P7		Sugar Land	TX	77478	281/265-1000
Ayvaz Pizza, LLC	039259	1020 Eldridge Rd		Sugar Land	TX	77478	281/240-2323
Ayvaz Pizza, LLC	039302	16635 W Airport Blvd.		Sugar Land	TX	77498	281/313-0170
Tall Timbers Pizza Hut, Inc.	027529	1135 Mockingbird		Sulphur Springs	TX	75482	903/438-0520
Ampex Brands PH of Dallas, Inc.	034517	184 S Collins Rd	Suite 500	Sunnyvale	TX	75182	972/226-5844
Progressive Pizza Partners, L.P.	028797	800 E. Broadway		Sweetwater	TX	79556	325/235-8673
American Pizza Partners, L.P.	007285	2103 N Main		Taylor	TX	76574	512/352-5557
James O. Carter, Individually	028349	230 E. Loop 255		Teague	TX	75860	254/739-3971
American Pizza Partners, L.P.	008217	603 N General Bruce Dr		Temple	TX	76504	254/742-2222
American Pizza Partners, L.P.	028191	7150 West Adams, Suite C		Temple	TX	76504	254/295-0570
American Pizza Partners, L.P.	038785	5075 S 31st St		Temple	TX	76502	254/677-7500
Tall Timbers Pizza Hut, Inc.	034227	1880 W. Moore Ave Suite 8		Terrell	TX	75160	469/614-3600
ATO Foods LLC	032925	4416 W. 7th Street		Texarkana	TX	75501	903/223-7575
ATO Foods LLC	038877	3747 Mall Drive		Texarkana	TX	75501	903/831-5252
Ayvaz Pizza, LLC	039276	2305 Palmer Hwy		Texas City	TX	77590	409/948-4327
Ayvaz Pizza, LLC	039249	3091 College Park Dr.	#220	The Woodlands	TX	77384	936/271-9888
Ayvaz Pizza, LLC	039275	25701 I-45 N		The Woodlands	TX	77380	832/702-8080
Ayvaz Pizza, LLC	039528	8000 McBeth Way, Ste 135		The Woodlands	TX	77382	281/292-9595
Ayvaz Pizza, LLC	039304	1211 W Main St		Tomball	TX	77375	281/351-8300
LaRaza Pizza, Inc.	010197	811 SW 2nd St		Tulia	TX	79088	806/995-4010
Hut Texas LLC	038048	1817 South Broadway, #2		Tyler	TX	75701	903/597-9797
Hut Texas LLC	038057	7925 S. Broadway, Suite 1010		Tyler	TX	75703	903/561-6141
Hut Texas LLC	040511	3905 University Blvd # 300		Tyler	TX	75701	430/247-0099
Hut Texas LLC	040820	3871 State Highway 64		Tyler	TX	75704	903/707-8205
Emerge Pizza of San Antonio, LLC	041726	1530 Pat Booker Rd		Universal City	TX	78148	210/658-5481
Ayvaz Pizza, LLC	039236	502 E Main St		Uvalde	TX	78801	830/278-1181
Bergen Food Enterprises, Inc.	005797	2230 Wilbarger St.		Vernon	TX	76384	940/553-1806
Ayvaz Pizza, LLC	039162	3404 N. Navarro		Victoria	TX	77901	361/575-3731
Ayvaz Pizza, LLC	039165	7002 NE Zac Lentz Pkwy.	Suite A	Victoria	TX	77904	361/573-9137
Hut Texas LLC	038062	535 N Main St, Suite A		Vidor	TX	77662	409/769-6922
American Pizza Partners, L.P.	009925	1111 S 8th St		Waco	TX	76706	254/296-1111
American Pizza Partners, L.P.	027602	10207 China Springs Road		Waco	TX	76708	254/836-1110
American Pizza Partners, L.P.	034617	1230 N Valley Mills Dr	#200	Waco	TX	76710	254/772-5555
Four PZ Pizza, Inc.	027193	31315 FM 2920 Space 2		Waller	TX	77484	936/372-1500
Ampex Brands PH of Dallas, Inc.	034482	6867 Rufe Snow Dr		Watauga	TX	76148	817/656-7666
Ampex Brands PH of Dallas, Inc.	034533	6500 Denton Hwy.	#A1	Watauga	TX	76148	817/281-7770
Ampex Brands PH of Dallas, Inc.	034520	1090 W Us Hwy 287 Bypass		Waxahachie	TX	75165	972/937-2013
Pizza Hut of Southeast Kansas, Inc.	013715	710 Fort Worth Hwy		Weatherford	TX	76086	817/599-4134
Ayvaz Pizza, LLC	039515	103 W Bay Area Blvd		Webster	TX	77598	281/286-0606
Ayvaz Pizza, LLC	039475	623 W Us Highway 83		Weslaco	TX	78596	956/969-1444
Ayvaz Pizza, LLC	039497	1302 N Texas		Weslaco	TX	78596	956/969-1133
Hut Texas LLC	040886	3109 Edgar Brown Dr	Suite N	West Orange	TX	77630	409/886-7744
Four PZ Pizza, Inc.	031673	2202 North Richmond Rd		Wharton	TX	77488	979/532-1692
Ampex Brands PH of Dallas, Inc.	034509	9641 White Settlement Road		White Settlement	TX	76108	817/246-6666
Hut Texas LLC	038051	601 Hwy. 110 North		Whitehouse	TX	75791	903/839-8741
Bergen Food Enterprises, Inc.	037388	1050 Hwy 82 E		Whitesboro	TX	76273	903/564-3539
Pizza Hut of Southeast Kansas, Inc.	008265	4000 Sheppard Access Rd		Wichita Falls	TX	76306	940/851-6552

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Pizza Hut of Southeast Kansas, Inc.	008266	4311 Kemp Blvd		Wichita Falls	TX	76308	940/692-0731
Pizza Hut of Southeast Kansas, Inc.	008678	4201 Jacksboro Hwy		Wichita Falls	TX	76302	940/761-2222
Pizza Hut of Southeast Kansas, Inc.	014550	2501 5th St		Wichita Falls	TX	76301	940/322-5757
Four PZ Pizza, Inc.	032202	12501 Canyon Falls Blvd	Unit H	Willis	TX	77318	936/856-9596
Pizza Hut of Southeast Kansas, Inc.	013710	5135 E Ih-20 Service Rd N		Willow Park	TX	76087	817/441-5600
Heart of Texas Pizza LP	022322	101 Fm 2325		Wimberley	TX	78676	512/847-2844
Winnie PH, Inc.	028430	1324 Highway 124		Winnie	TX	77665	409/234-9657
Campiza Foods of West Texas, Inc.	022673	7907 82nd Street		Wolfforth	TX	79382	806/833-3333
American Pizza Partners, L.P.	010382	1110 S Magnolia		Woodville	TX	75979	409/283-3332
SPS Foods, LLC	028357	401 S Highway 78 Suite D		Wylie	TX	75098	972/429-9259
SPS Foods, LLC	031946	3483 FM 544		Wylie	TX	75098	972/429-9777
Ayvaz Pizza, LLC	039157	1201 W. Grand		Yoakum	TX	77995	361/293-6316
Ayvaz Pizza, LLC	039504	209 N Hwy. 83		Zapata	TX	78076	956/765-4882
Wasatch Valley Pizza, LLC	022543	529 South 200 West		Bountiful	UT	84010	801/298-8844
MP² Enterprises, LLC	023665	579 S Main St		Cedar City	UT	84720	435/586-9896
Wasatch Valley Pizza, LLC	024076	2201 North 2000 West		Clinton	UT	84015	801/773-1750
Wasatch Valley Pizza, LLC	023491	13284 South 5600 West		Herriman	UT	84065	801/302-9110
MP² Enterprises, LLC	040816	222 W State St		Hurricane	UT	84737	435/288-0119
MP² Enterprises, LLC	023666	421 S 100 E		Kanab	UT	84741	435/644-2513
Wasatch Valley Pizza, LLC	023180	265 N. Main Street		Kaysville	UT	84037	801/451-5300
Wasatch Valley Pizza, LLC	022564	4655 W 5415 S		Kearns	UT	84118	801/969-2400
Wasatch Valley Pizza, LLC	022574	2996 N Hillfield Rd		Layton	UT	84041	801/773-1000
Wasatch Valley Pizza, LLC	022544	110 E 400 N		Logan	UT	84321	435/752-6400
Wasatch Valley Pizza, LLC	022566	8095 W 3500 S, Suite 1		Magna	UT	84044	801/508-9070
GMRG ACQ 1, LLC	035977	265 S Main St		Moab	UT	84532	435/259-6345
Wasatch Valley Pizza, LLC	022545	205 Washington Blvd		Ogden	UT	84404	801/627-3000
Wasatch Valley Pizza, LLC	022546	4789 Harrison Blvd		Ogden	UT	84403	801/479-7200
Wasatch Valley Pizza, LLC	022570	332 E 2600 N		Ogden	UT	84414	801/737-1578
MP² Enterprises, LLC	038997	1186 South 100 West #A		Richfield	UT	84701	435/896-4496
GMRG ACQ 1, LLC	035981	996 E 200 N		Roosevelt	UT	84066	435/722-4586
Wasatch Valley Pizza, LLC	022547	4795 S 1900 W		Roy	UT	84067	801/773-2000
Wasatch Valley Pizza, LLC	022576	804 W North Temple		Salt Lake City	UT	84116	801/363-6300
Wasatch Valley Pizza, LLC	038873	731 East 2100 South		Salt Lake City	UT	84106	801/487-7676
Wasatch Valley Pizza, LLC	029823	3595 West South Jordan Pkwy.	Suite 200	South Jordan	UT	84095	801/446-9994
MP² Enterprises, LLC	027501	1930 W. Sunset		St. George	UT	84770	435/652-1201
MP² Enterprises, LLC	037103	792 S 3000 E #103		St. George	UT	84790	435/251-9656
MP² Enterprises, LLC	041905	5095 S Desert Color Parkway		St. George	UT	84790	435/414-2000
Wasatch Valley Pizza, LLC	022565	1929 W 4700 S		Taylorsville	UT	84118	801/966-9229
Wasatch Valley Pizza, LLC	022542	540 N Main St		Tooele	UT	84074	435/882-3924
GMRG ACQ 1, LLC	035982	1819 W Hwy 40		Vernal	UT	84078	435/781-1048
Wasatch Valley Pizza, LLC	022568	2641 W 7800 S Ste A		West Jordan	UT	84088	801/566-6111
SoCal Pizza Holdings, LLC	039581	5526 West 7800 South		West Jordan	UT	84081	385/887-8062
Wasatch Valley Pizza, LLC	022548	3390 South 5600 West		West Valley City	UT	84120	801/965-1919
Wasatch Valley Pizza, LLC	022549	2730 W 3500 S		West Valley City	UT	84119	801/964-9696
Tasty Hut of VA LLC	038849	121 Cook St		Abingdon	VA	24210	276/300-2020
Tasty Hut of VA LLC	037423	1049 W Glebe Rd		Alexandria	VA	22305	703/836-3200
Tasty Hut of VA LLC	037431	8640 Rte 1	Engleside Plaza	Alexandria	VA	22309	703/781-8181
Tasty Hut of VA LLC	037433	7013-H Manchester Blvd		Alexandria	VA	22310	703/971-3331
Tasty Hut of VA LLC	037434	7611 Richmond Hwy., #105		Alexandria	VA	22306	703/765-0101
Tasty Hut of VA LLC	037435	5145 Duke St Ste A		Alexandria	VA	22304	703/461-6666
Hut Central Virginia LLC	038036	105 Clarion Rd., Suite C		Altavista	VA	24517	434/369-0111
Hut Central Virginia LLC	038039	15071 Patrick Henry Hwy.		Amelia	VA	23002	804/561-1908
Tasty Hut of VA LLC	037437	7122 Columbia Pike		Annandale	VA	22003	703/354-1114

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Virginia Pizza Company, Inc.	006898	150 Oakville Rd.		Appomattox	VA	24522	434/352-5096
Tasty Hut of VA LLC	037449	3311 Lee Hwy		Arlington	VA	22207	703/243-3100
Tasty Hut of VA LLC	037450	43761 Parkhurst Plaza, #112		Ashburn	VA	20147	703/724-0444
Hut Central Virginia LLC	038034	9539 Kings Charter Dr.		Ashland	VA	23005	804/550-4999
Tasty Hut of VA LLC	037457	6385 Village Center Drive		Bealeton	VA	22712	540/439-3686
Tasty Hut of VA LLC	036680	1445 S. Main Street		Blackstone	VA	23824	434/292-3336
Tasty Hut of VA LLC	040757	1001 Leatherwood Ln		Bluefield	VA	24605	276/322-2126
Tasty Hut of VA LLC	037662	170 Gate City Hwy		Bristol	VA	24201	423/968-2988
Tasty Hut of VA LLC	037453	10334 Bristow Center Drive		Bristow	VA	20136	703/257-9377
Tasty Hut of VA LLC	037439	14215K Centreville Square		Centreville	VA	20121	703/803-3333
Ayvaz Pizza, LLC	039435	230 Twentyninth Place	Albemarle County - Charlottesville City is not a county	Charlottesville	VA	22901	434/975-0510
Tasty Hut of VA LLC	036649	13701 Us Hwy 29 #6		Chatham	VA	24531	434/432-2400
Hut East Coast LLC	038455	801 Volvo Pkwy Ste 102		Chesapeake	VA	23320	757/548-7777
Hut East Coast LLC	038460	3302 S Military Hwy, #6		Chesapeake	VA	23323	757/487-9999
Hut East Coast LLC	038465	717 Battlefield Blvd		Chesapeake	VA	23322	757/482-6666
Hut East Coast LLC	038473	211 Providence Rd Ste 14		Chesapeake	VA	23325	757/545-9999
Hut East Coast LLC	038480	1620 Cedar Road Suite 111		Chesapeake	VA	23322	757/382-4886
Hut East Coast LLC	038482	2628 Taylor Rd		Chesapeake	VA	23321	757/488-8100
Hut East Coast LLC	038483	3130 Western Branch Blvd	Ste A	Chesapeake	VA	23321	757/686-9999
Hut Central Virginia LLC	037993	12421 Jefferson Davis		Chester	VA	23831	804/748-6152
Hut Central Virginia LLC	041145	12107 Branders Creek Dr		Chester	VA	23831	804/768-8100
Hut Central Virginia LLC	038021	6203 Belmont Rd		Chesterfield	VA	23832	804/745-3333
Tasty Hut of VA LLC	036591	5180 Dickenson Hwy		Clintwood	VA	24228	276/926-6935
Tasty Hut of VA LLC	036583	495 Front St.		Coeburn	VA	24230	276/395-6060
Ayvaz Pizza, LLC	039417	2914 Virginia Ave		Collinsville	VA	24078	276/647-3946
Hut Central Virginia LLC	038027	714 E Ellerslie Ave		Colonial Heights	VA	23834	804/520-1212
Tasty Hut of VA LLC	037498	876 N Main St		Culpeper	VA	22701	540/825-6550
Tasty Hut of VA LLC	037429	4306 Dale Blvd		Dale City	VA	22193	703/670-8500
Ayvaz Pizza, LLC	039418	3125 Riverside Dr		Danville	VA	24541	434/797-5285
Tasty Hut of VA LLC	040788	17360 Dumfries Rd		Dumfries	VA	22026	703/649-2016
Ayvaz Pizza, LLC	039425	249 S Stuart Ave		Elkton	VA	22827	540/298-9439
Tasty Hut of VA LLC	036681	301 Market Drive		Emporia	VA	23847	434/634-6445
Tasty Hut of VA LLC	037442	8902 Village Shops Drive		Fairfax Station	VA	22039	703/690-6990
Tasty Hut of VA LLC	036661	6103 Fulk Drive, Unit D		Fairlawn	VA	24141	540/633-3833
Tasty Hut of VA LLC	037432	5815 Leesburg Pike		Falls Church	VA	22041	703/824-8400
Tasty Hut of VA LLC	037438	7642 Route 29		Falls Church	VA	22042	703/698-1515
Tasty Hut of VA LLC	036676	915 S Main St		Farmville	VA	23901	434/392-3253
Tasty Hut of VA LLC	036650	1394 Armory Dr		Franklin	VA	23851	757/562-3398
TriConn, LLC	027617	1224 Powhatan St.		Fredericksburg	VA	22401	540/371-1111
TriConn, LLC	031306	10512 Patriot Hwy.		Fredericksburg	VA	22408	540/898-8888
TriConn, LLC	031736	4701 Plank Rd., #103		Fredericksburg	VA	22407	540/735-0312
TriConn, LLC	036785	14 Stafford Lakes Pkwy #202		Fredericksburg	VA	22406	540/737-9420
Tasty Hut of VA LLC	037456	6896 Piedmont Center Plaza		Gainesville	VA	20155	703/754-1654
Tasty Hut of VA LLC	036579	951 Stuart Dr E		Galax	VA	24333	276/236-6168
Hut Central Virginia LLC	038040	11385 Nuckols Rd		Glen Allen	VA	23059	804/658-3182
Hut Central Virginia LLC	038030	6697 Fox Centre Parkway		Gloucester	VA	23061	804/824-9925
Hut Carolinas LLC	037919	109 Us Route 460 E		Grundy	VA	24614	276/935-4539
Hut East Coast LLC	038458	2724 W Mercury Blvd		Hampton	VA	23666	757/825-3000
Ayvaz Pizza, LLC	039420	2485 S Main St		Harrisonburg	VA	22801	540/433-1821

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Ayvaz Pizza, LLC	039453	1550 E Market Street		Harrisonburg	VA	22802	540/209-9004
Hut Central Virginia LLC	038043	2291 George Washington Memorial Hwy		Hayes	VA	23072	804/642-4620
Tasty Hut of VA LLC	037428	1061 Elden St		Herndon	VA	20170	703/437-8605
Tasty Hut of VA LLC	036599	115 S Main St		Hillsville	VA	24343	276/728-3129
Virginia Pizza Company, Inc.	010529	589 North Main St		Kilmarnock	VA	22482	804/435-3551
Tasty Hut of VA LLC	036788	161 Pittston Rd		Lebanon	VA	24266	276/889-3333
Tasty Hut of VA LLC	037455	300 Ft Evans Rd, NE Suite 101		Leesburg	VA	20176	703/779-3679
TriConn, LLC	028425	10 Rocklawn Lane		Lexington	VA	24450	540/463-7000
Virginia Pizza Company, Inc.	009253	100 Jefferson Highway		Louisa	VA	23093	540/967-9560
Hut Central Virginia LLC	037990	2413 Memorial Ave		Lynchburg	VA	24501	434/845-1433
Hut Central Virginia LLC	038018	3412 Waterlick Rd Ste J		Lynchburg	VA	24502	434/237-5222
Hut Central Virginia LLC	038019	4925 Boonesboro Rd #2		Lynchburg	VA	24503	434/384-8400
Virginia Pizza Company, Inc.	022985	4206 S Amherst Highway		Madison Heights	VA	24572	434/846-0459
Tasty Hut of VA LLC	037426	10060 Dumfries Rd		Manassas	VA	20110	703/335-1400
Tasty Hut of VA LLC	037427	7322 Sudley Rd		Manassas	VA	20109	703/369-2270
Tasty Hut of VA LLC	037448	8263 Shoppers Sq		Manassas	VA	20111	703/257-7777
Tasty Hut of VA LLC	037452	6352 Hoadly Road		Manassas	VA	20112	703/580-4483
Tasty Hut of VA LLC	036577	1038 N Main St		Marion	VA	24354	276/783-2777
Ayvaz Pizza, LLC	039419	2550 Greensboro Rd		Martinsville	VA	24112	276/638-4514
Hut Central Virginia LLC	038041	7079 Mechanicsville Turnpike		Mechanicsville	VA	23111	804/730-2010
Hut Central Virginia LLC	038024	13971 Raised Antler Cir		Midlothian	VA	23112	804/739-6111
Hut Central Virginia LLC	038042	10813 Hull Street Rd		Midlothian	VA	23112	804/745-7600
Hut Central Virginia LLC	038044	13611 Genito Rd		Midlothian	VA	23112	804/744-6666
Hut Central Virginia LLC	037988	15525 Warwick Blvd Ste 117		Newport News	VA	23608	757/887-5000
Hut East Coast LLC	040604	10862 Warwick Blvd		Newport News	VA	23601	757/599-4000
Hut East Coast LLC	038468	9643 1st View St		Norfolk	VA	23503	757/531-9999
Hut East Coast LLC	038470	4548 E Princess Anne Rd		Norfolk	VA	23502	757/857-6666
Hut East Coast LLC	038475	2352 E. Little Creek Rd		Norfolk	VA	23518	757/248-9879
Hut East Coast LLC	041896	4100 Colley Avenue		Norfolk	VA	23508	757/623-9999
Hut Central Virginia LLC	038045	4300 Westgate Rd		North Dinwiddie	VA	23803	804/265-0540
Hut Carolinas LLC	037921	546 1/2 E. Riverside Drive		North Tazewell	VA	24630	276/988-7901
Tasty Hut of VA LLC	036668	621 Commonwealth Drive NE	Norton Commons Shopping Center	Norton	VA	24273	276/679-7700
Virginia Pizza Company, Inc.	009619	25092 Lankford Highway		Onley	VA	23418	757/787-3800
Ayvaz Pizza, LLC	039450	12379 James Madison Hwy		Orange	VA	22960	540/672-2747
Tasty Hut of VA LLC	036594	42485 E Morgan Avenue		Pennington Gap	VA	24277	276/546-4663
Hut Central Virginia LLC	037992	3200 S Crater Rd		Petersburg	VA	23805	804/861-3519
Hut East Coast LLC	038471	4032 A Victory Blvd		Portsmouth	VA	23701	757/465-9999
Hut Central Virginia LLC	038032	2105 Academy Rd., Suite H		Powhatan	VA	23139	804/598-7171
Hut Central Virginia LLC	038033	2620 New Kent Hwy.		Quinton	VA	23141	804/932-3555
Hut Carolinas LLC	037920	107 Front St		Richlands	VA	24641	276/964-9635
Hut Central Virginia LLC	037991	5100 Williamsburg Rd		Richmond	VA	23231	804/222-6840
Hut Central Virginia LLC	038020	9020 Quioccasin Rd Ste B		Richmond	VA	23229	804/741-3444
Hut Central Virginia LLC	038023	111 Wadsworth Dr		Richmond	VA	23236	804/272-2777
Hut Central Virginia LLC	038025	2701 Buford Rd		Richmond	VA	23235	804/330-3311
Hut Central Virginia LLC	038028	5718 Hopkins Rd		Richmond	VA	23234	804/743-1400
Hut Central Virginia LLC	038035	3113 Mechanicsville Turnpike		Richmond	VA	23223	804/644-4202
Hut Central Virginia LLC	040630	9189 Staples Mill Rd		Richmond	VA	23228	804/672-6900
Hut Central Virginia LLC	042061	711 North Lombardy Street		Richmond	VA	23220	804/750-7280
Hut Central Virginia LLC	038016	5220 Williamson Rd NW Ste A		Roanoke	VA	24012	540/563-8336

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Hut Central Virginia LLC	038037	3528 Electric Rd.		Roanoke	VA	24018	540/989-1241
Tasty Hut of VA LLC	036596	380 Tanyard Rd	Shoppers World Trade Ctr	Rocky Mount	VA	24151	540/489-4444
Hut Central Virginia LLC	041996	157 Electric Rd		Salem	VA	24153	540/302-3510
Tasty Hut of VA LLC	036653	1226 Smithfield Plaza		Smithfield	VA	23430	757/365-0300
Tasty Hut of VA LLC	036659	3136 Old Halifax Road		South Boston	VA	24592	434/572-8550
Tasty Hut of VA LLC	036648	829 E Atlantic St		South Hill	VA	23970	434/447-3757
Tasty Hut of VA LLC	037440	7034 Commerce St		Springfield	VA	22150	703/866-4444
TriConn, LLC	029757	35 Walpole St., Suite 1-01		Stafford	VA	22554	540/659-4383
TriConn, LLC	040813	50 Foreston Woods Drive Unit 104		Stafford	VA	22554	540/659-8111
Ayvaz Pizza, LLC	039431	729C Richmond Ave.		Staunton	VA	24401	540/887-9860
Tasty Hut of VA LLC	039137	46651 Algonkian Parkway		Sterling	VA	20165	703/406-2323
Ayvaz Pizza, LLC	039428	2627 Stuarts Draft Hwy, Suite 113A		Stuarts Draft	VA	24477	540/337-3300
Tasty Hut of VA LLC	037701	1520 N Main St		Suffolk	VA	23434	757/934-2945
Hut East Coast LLC	038477	3575 Bridge Road, Unit 31		Suffolk	VA	23435	757/483-1110
Hut Central Virginia LLC	040605	1638 Tappahannock Blvd		Tappahannock	VA	22560	804/443-2915
Hut Central Virginia LLC	038017	1060 By Pass Road		Vinton	VA	24179	540/981-0059
Hut East Coast LLC	038452	531 N Birdneck Rd		Virginia Beach	VA	23451	757/422-2799
Hut East Coast LLC	038453	3884 Holland Rd		Virginia Beach	VA	23452	757/431-9999
Hut East Coast LLC	038454	3636 Virginia Beach Blvd., Ste.1		Virginia Beach	VA	23452	757/631-9999
Hut East Coast LLC	038456	6633 Indian River Rd		Virginia Beach	VA	23464	757/938-9999
Hut East Coast LLC	038459	2129 General Booth Blvd., Ste.121		Virginia Beach	VA	23454	757/427-1111
Hut East Coast LLC	038462	1949 Lynnhaven Pkwy Ste 1564		Virginia Beach	VA	23456	757/416-9999
Hut East Coast LLC	038463	5281 Princess Anne Rd		Virginia Beach	VA	23462	757/473-9999
Hut East Coast LLC	038464	3208 Holland Rd, Suite 116		Virginia Beach	VA	23453	757/563-9999
Hut East Coast LLC	038469	5393 Wesleyan Dr., Ste. 111		Virginia Beach	VA	23455	757/518-9999
Hut East Coast LLC	038472	805 First Colonial Rd		Virginia Beach	VA	23451	757/362-9999
Hut East Coast LLC	038474	1328 Fordham Dr		Virginia Beach	VA	23464	757/495-9999
Ayvaz Pizza, LLC	039466	400 Tiffany Dr	Ste H	Waynesboro	VA	22980	540/943-9092
Hut Central Virginia LLC	038029	416 14th Street, Suite A.		West Point	VA	23181	804/843-9284
Hut Central Virginia LLC	038031	7521 Richmond Rd., Suite A		Williamsburg	VA	23188	757/903-2450
Hut Central Virginia LLC	038038	240 McLaws Circle, Suite 141		Williamsburg	VA	23185	757/565-2233
Hut Central Virginia LLC	041130	4615 Monticello Ave Ste C		Williamsburg	VA	23188	757/720-1205
Tasty Hut of VA LLC	037451	814 S Cameron St		Winchester	VA	22601	540/722-2111
Tasty Hut of VA LLC	037443	14438 Jefferson Davis Hwy		Woodbridge	VA	22191	703/494-2700
Tasty Hut of VA LLC	037446	12539 Dillingham Sq		Woodbridge	VA	22192	703/878-1200
Ayvaz Pizza, LLC	039426	325 W Reservoir Rd		Woodstock	VA	22664	540/459-4502
Tasty Hut of VA LLC	036693	330 Commonwealth Dr, Ste 1		Wytheville	VA	24382	276/228-7127
Hut Central Virginia LLC	037989	8100 George Washington Mem		Yorktown	VA	23692	757/898-3100
Hut Central Virginia LLC	040625	2715 George Washington Mem Hwy		Yorktown	VA	23693	757/890-8077
American Dream Restaurants, LLC	040549	207 Northside Drive		Bennington	VT	05201	802/447-7980
American Dream Restaurants, LLC	040544	1490 US Rt 302		Berlin	VT	05641	802/479-1031
American Dream Restaurants, LLC	040543	157 Woodstock Ave		Rutland	VT	05701	802/773-6008
American Dream Restaurants, LLC	040547	124 Highgate Commons Rd		Saint Albans	VT	05478	802/524-7409
American Dream Restaurants, LLC	040546	1009 Memorial Dr		Saint Johnsbury	VT	05819	802/748-5322
Spokane Valley Pizza LLC	027743	11820 W Sunset Hwy		Airway Heights	WA	99001	509/244-4300
Emerald City Pizza LLC	013868	1243 Auburn Way S		Auburn	WA	98002	253/939-4099
Hut Northwest LLC	038547	2404 W. Main St.	Suite 101	Battle Ground	WA	98604	360/666-9293
Emerald City Pizza LLC	041072	15600 NE 8th St Ste A6		Bellevue	WA	98008	425/746-7800
Emerald City Pizza LLC	039580	4285 Meridian St Ste 102		Bellingham	WA	98226	360/684-1894
Emerald City Pizza LLC	040519	1251 LINCOLN ST STE 106		Bellingham	WA	98229	360/733-5660
Emerald City Pizza LLC	014132	19940 S Prairie Rd		Bonney Lake	WA	98390	253/863-7300
Emerald City Pizza LLC	022064	20806 Bothell-Everett Hwy	Suite 106	Bothell	WA	98021	425/806-8700

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Emerald City Pizza LLC	013880	2119 6th St		Bremerton	WA	98312	360/373-7600
Emerald City Pizza LLC	027686	5060 State Route 303 NE, Suite 130		Bremerton	WA	98311	360/373-8600
Emerald City Pizza LLC	013870	705 Harrison Ave		Centralia	WA	98531	360/736-1144
Emerald City Pizza LLC	032957	1175 Center Dr Ste 160		Dupont	WA	98327	253/582-8000
Columbia Basin Pizza Hut, Inc.	009999	720 Grant Rd		East Wenatchee	WA	98802	509/884-5678
Emerald City Pizza LLC	013909	719 Meridian St East		Edgewood	WA	98371	253/925-1200
Emerald City Pizza LLC	013889	23830 Highway 99 Ste 118		Edmonds	WA	98026	425/776-8700
Columbia Basin Pizza Hut, Inc.	040940	730 E University Way		Ellensburg	WA	98926	509/925-7888
Emerald City Pizza LLC	013883	421 Roosevelt Ave		Enumclaw	WA	98022	360/825-6559
Columbia Basin Pizza Hut, Inc.	027297	1115 Basin St. SW		Ephrata	WA	98823	509/754-4355
Emerald City Pizza LLC	013886	429 128th St SW		Everett	WA	98204	425/355-7777
Emerald City Pizza LLC	013926	4830 Evergreen Way		Everett	WA	98203	425/259-2500
Emerald City Pizza LLC	023154	5006 132nd St. SE	Bldg C Suite 2	Everett	WA	98208	425/485-6688
Emerald City Pizza LLC	036494	10121 Evergreen Way Ste 23		Everett	WA	98204	425/535-4500
Emerald City Pizza LLC	013908	35503 21st Ave SW		Federal Way	WA	98023	253/927-7400
Emerald City Pizza LLC	030262	29007 Military Road South		Federal Way	WA	98003	253/839-5900
Emerald City Pizza LLC	029872	4716 Pacific Highway E		Fife	WA	98424	253/926-8000
Emerald City Pizza LLC	030697	5160 Borgen Blvd., Suite B		Gig Harbor	WA	98332	253/858-5488
Columbia Basin Pizza Hut, Inc.	014158	211 W 2nd St		Grandview	WA	98930	509/882-2800
Columbia Basin Pizza Hut, Inc.	009604	7605 W Deschutes		Kennewick	WA	99336	509/735-3355
Columbia Basin Pizza Hut, Inc.	010614	818 Vineyard		Kennewick	WA	99336	509/586-8800
Columbia Basin Pizza Hut, Inc.	010876	1915 N. Steptoe		Kennewick	WA	99336	509/628-2221
Emerald City Pizza LLC	014349	13003 SE Kent Kangley Rd		Kent	WA	98030	253/639-5560
Emerald City Pizza LLC	029278	23321 Pacific Highway S		Kent	WA	98032	206/878-7200
Emerald City Pizza LLC	032901	14330 124th Ave NE		Kirkland	WA	98034	425/820-8833
Emerald City Pizza LLC	033696	4660 Whitman Lane SE	Suite F	Lacey	WA	98513	360/819-4224
Emerald City Pizza LLC	037383	2521 Marvin Rd NE Ste D		Lacey	WA	98516	360/491-8000
Emerald City Pizza LLC	024729	8933 Market Place, Ste E		Lake Stevens	WA	98258	425/334-3492
Emerald City Pizza LLC	031697	7609 Steilacoom Blvd SW Ste 300		Lakewood	WA	98498	253/581-1600
Emerald City Pizza LLC	024622	6815 196th St. S.W.		Lynnwood	WA	98036	425/774-5050
Emerald City Pizza LLC	031830	26636 Maple Valley Black Diamond Rd		Maple Valley	WA	98038	253/639-1900
Emerald City Pizza LLC	013893	1375 State Ave		Marysville	WA	98270	360/653-9500
Emerald City Pizza LLC	038845	17020 Twin Lakes Ave # C-103		Marysville	WA	98271	360/652-0204
Emerald City Pizza LLC	037650	19817 State Route 2		Monroe	WA	98272	360/365-5030
Columbia Basin Pizza Hut, Inc.	030698	1035 N. Stratford Rd., Space G		Moses Lake	WA	98837	509/765-0404
Columbia Basin Pizza Hut, Inc.	032194	715 South Pioneer Way		Moses Lake	WA	98837	509/765-0123
Emerald City Pizza LLC	022053	1710 Riverside Dr		Mount Vernon	WA	98273	360/424-7020
Emerald City Pizza LLC	039626	17833 1st Ave S Suite D		Normandy Park	WA	98148	206/244-4900
Emerald City Pizza LLC	013925	32185 State Route 20 Ste 3		Oak Harbor	WA	98277	360/675-3800
Emerald City Pizza LLC	013881	205 Kenyon St NW		Olympia	WA	98502	360/943-4781
Emerald City Pizza LLC	035878	3530 Pacific Ave SE Ste F4		Olympia	WA	98501	360/754-6428
Columbia Basin Pizza Hut, Inc.	010277	604 Omache Dr		Omak	WA	98841	509/826-4144
Emerald City Pizza LLC	027084	211 Washington Ave N, Suite 103		Orting	WA	98360	360/893-7499
Columbia Basin Pizza Hut, Inc.	042000	155 East Main Street		Othello	WA	99344	509/913-4137
Columbia Basin Pizza Hut, Inc.	007613	1921 W Court St		Pasco	WA	99301	509/547-7711
Columbia Basin Pizza Hut, Inc.	028419	5109 N. Road 68, Suite A		Pasco	WA	99301	509/545-3717
Emerald City Pizza LLC	040474	902 E 1st St Ste A		Port Angeles	WA	98362	360/207-3959
Emerald City Pizza LLC	032074	1800 SE Mile Hill Dr Ste 120		Port Orchard	WA	98366	360/895-4500
Spokane Valley Pizza LLC	027734	1255 N Grand Ave		Pullman	WA	99163	509/334-5161
Emerald City Pizza LLC	013872	115 2nd St NE		Puyallup	WA	98372	253/848-3800
Emerald City Pizza LLC	014411	13414 Meridian Ave East		Puyallup	WA	98373	253/848-6700
Emerald City Pizza LLC	023681	18810 Meridian Avenue E	Suite 110	Puyallup	WA	98375	253/846-8200
Columbia Basin Pizza Hut, Inc.	040817	401 F ST SW Suite A		Quincy	WA	98848	509/289-5439

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Emerald City Pizza LLC	013905	17636 108th Ave SE		Renton	WA	98055	425/227-9999
Emerald City Pizza LLC	034906	64 Rainier Ave S		Renton	WA	98057	425/226-1430
Emerald City Pizza LLC	041329	3901 NE 4th St Ste 102A		Renton	WA	98056	425/228-4800
Columbia Basin Pizza Hut, Inc.	010429	1900 George Washington Way		Richland	WA	99352	509/946-9221
Emerald City Pizza LLC	013899	1517 SW 104th St		Seattle	WA	98146	206/764-6000
Columbia Basin Pizza Hut, Inc.	014157	304 S. 1st Street		Selah	WA	98942	509/697-9168
Emerald City Pizza LLC	040081	301 E Wallace Kneeland Blvd Ste 244		Shelton	WA	98584	360/432-6017
Emerald City Pizza LLC	013920	2912 NW Bucklin Hill Rd		Silverdale	WA	98383	360/698-7000
Spokane Valley Pizza LLC	027741	3304 N. Nevada		Spokane	WA	99207	509/483-9003
Spokane Valley Pizza LLC	027746	12501 N Division Street		Spokane	WA	99218	509/468-8333
Spokane Valley Pizza LLC	027747	9211 E. Montgomery Ave.		Spokane	WA	99206	509/926-1464
Spokane Valley Pizza LLC	027748	1424 W. 3rd Avenue		Spokane	WA	99201	509/838-8912
Spokane Valley Pizza LLC	035015	2225 W Wellesley Ave Bldg. D # 101		Spokane	WA	99205	509/324-6441
Spokane Valley Pizza LLC	027736	323 N Sullivan Rd		Spokane Valley	WA	99037	509/926-2282
Spokane Valley Pizza LLC	027738	1207 S Pines Rd		Spokane Valley	WA	99206	509/921-1044
Columbia Basin Pizza Hut, Inc.	023101	2680 Yakima Valley Hwy.		Sunnyside	WA	98944	509/837-7778
Emerald City Pizza LLC	013867	11014 Bridgeport Way SW		Tacoma	WA	98499	253/582-5622
Emerald City Pizza LLC	013871	14923 Pacific Ave S		Tacoma	WA	98444	253/531-3800
Emerald City Pizza LLC	013911	5322 Pacific Ave		Tacoma	WA	98408	253/475-4400
Emerald City Pizza LLC	014350	10427 Pacific Ave S		Tacoma	WA	98444	253/535-6400
Emerald City Pizza LLC	022803	5104 6th Avenue, Suite 112		Tacoma	WA	98406	253/759-3300
Emerald City Pizza LLC	013898	14638 Pacific Hwy S		Tukwila	WA	98168	206/241-2300
Emerald City Pizza LLC	030283	3830 Bridgeport Way W		University Place	WA	98466	253/565-1500
Hut Northwest LLC	038520	11600 SE Mill Plain Blvd., Ste C		Vancouver	WA	98684	360/254-0494
Hut Northwest LLC	038521	11500 NE 76th St., Ste. A1		Vancouver	WA	98662	360/604-0077
Hut Northwest LLC	038522	6808 NE Fourth Plain	Suite #1	Vancouver	WA	98661	360/693-2102
Columbia Basin Pizza Hut, Inc.	029485	510 West Rose St.		Walla Walla	WA	99362	509/529-8604
Columbia Basin Pizza Hut, Inc.	010279	927 N. Chelan		Wenatchee	WA	98801	509/664-6655
Columbia Basin Pizza Hut, Inc.	005979	2002 W Nob Hill Blvd		Yakima	WA	98902	509/454-9459
Columbia Basin Pizza Hut, Inc.	012817	6 N Fair Ave Ste 115		Yakima	WA	98901	509/453-9999
Columbia Basin Pizza Hut, Inc.	013106	3915 Kern Rd		Yakima	WA	98902	509/248-8585
Emerald City Pizza LLC	024624	1412 Yelm Ave Bldg C		Yelm	WA	98597	360/458-1988
Columbia Basin Pizza Hut, Inc.	024448	823 West Zillah Road		Zillah	WA	98953	509/829-6137
PH Hospitality Group, LLC	013263	801 E Spruce St	Pizza Hut #263	Abbotsford	WI	54405	715/223-4045
PH Hospitality Group, LLC	013269	2104 Neva Rd	Pizza Hut #269	Antigo	WI	54409	715/623-7671
PH Hospitality Group, LLC	013279	2730 N. Meade	Pizza Hut #279	Appleton	WI	54911	920/739-5599
PH Hospitality Group, LLC	040720	3833 E Calumet St		Appleton	WI	54915	920/733-6033
Southern Wisconsin Huts, LLC	040669	422 W Pine St		Baraboo	WI	53913	608/356-9500
EYM Pizza of Wisconsin, LLC	035673	115 E. Industrial Drive		Beaver Dam	WI	53916	920/887-3176
PH Hospitality Group, LLC	035454	2015 Lime Kiln Rd, Suite 120		Bellevue	WI	54311	920/544-9018
Southern Wisconsin Huts, LLC	040673	2787 Prairie Ave		Beloit	WI	53511	608/365-5777
Southern Wisconsin Huts, LLC	040676	802 4th St		Beloit	WI	53511	608/365-8900
Northfield Restaurant Corp.	009603	666 Highway 54 E		Black River Falls	WI	54615	715/284-4000
EYM Pizza of Wisconsin, LLC	035667	1080 Milwaukee Ave.		Burlington	WI	53105	262/763-8432
Northfield Restaurant Corp.	025846	225 Prairieview Rd		Chippewa Falls	WI	54729	715/723-9800
Southern Wisconsin Huts, LLC	040692	536 Southing Grange		Cottage Grove	WI	53527	608/839-3939
Southern Wisconsin Huts, LLC	040685	633 S Main St		De Forest	WI	53532	608/846-8484
PH Hospitality Group, LLC	014671	400 Reid Street, Suite M		De Pere	WI	54115	920/336-1648
EYM Pizza of Wisconsin, LLC	035669	2730 Hillside Dr.		Delafield	WI	53018	262/646-2375
Southern Wisconsin Huts, LLC	040670	1410 N Johns		Dodgeville	WI	53533	608/935-2300
Pizza Hut Of Eau Claire, Inc., Pizza Hut West, In*	007159	1242 W Clairemont Ave		Eau Claire	WI	54701	715/834-1004
Pizza Hut Of Eau Claire, Inc., Pizza Hut West, In*	010220	2225 Eddy Ln		Eau Claire	WI	54703	715/833-1222
Pizza Hut Of Eau Claire, Inc., Pizza Hut West, In*	014584	2602 E Clairemont Ave		Eau Claire	WI	54701	715/834-5346

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PH Hospitality Group, LLC	032958	N6667 Rolling Meadows	Ste 1	Fond du Lac	WI	54935	920/921-5566
EYM Pizza of Wisconsin, LLC	035661	1550 Madison Ave.		Fort Atkinson	WI	53538	920/563-7353
EYM Pizza of Wisconsin, LLC	035656	7251 S 76th St		Franklin	WI	53132	414/448-0700
EYM Pizza of Wisconsin, LLC	035665	2225 Wisconsin Ave. #400		Grafton	WI	53024	262/375-1260
PH Hospitality Group, LLC	040718	5130 W Integrity Way		Grand Chute	WI	54913	920/358-2703
PH Hospitality Group, LLC	023834	859 Lombardi Avenue		Green Bay	WI	54304	920/499-4554
PH Hospitality Group, LLC	041043	2128 University Ave		Green Bay	WI	54302	920/432-8844
EYM Pizza of Wisconsin, LLC	035668	1505 E. Sumner St.		Hartford	WI	53027	262/673-7206
Eagle Bluff Pizza Partners, LLC	034658	129 Hale Dr		Holmen	WI	54636	608/433-9558
Southern Wisconsin Huts, LLC	040668	2211 Milton Ave.		Janesville	WI	53545	608/754-8800
Southern Wisconsin Huts, LLC	040696	3441 East Milwaukee Street		Janesville	WI	53545	608/756-5511
Southern Wisconsin Huts, LLC	041922	2017 West Court Street		Janesville	WI	53548	608/754-7090
PH Hospitality Group, LLC	013250	175 Main Ave	Pizza Hut #250	Kaukauna	WI	54130	920/766-0111
EYM Pizza of Wisconsin, LLC	035655	3001 Roosevelt Rd	Pizza Hut #487	Kenosha	WI	53142	262/652-6600
EYM Pizza of Wisconsin, LLC	039540	2729 18th Street		Kenosha	WI	53140	262/286-0335
Eagle Bluff Pizza Partners, LLC	034244	4252 Mormon Coulee Rd		La Crosse	WI	54601	608/788-3400
Southern Wisconsin Huts, LLC	040695	1010 South Wisconsin Parkway		Lake Delton	WI	53940	608/254-5454
Southern Wisconsin Huts, LLC	040681	4762 Cottage Grove Rd		Madison	WI	53716	608/221-0666
Southern Wisconsin Huts, LLC	040683	2935 S Fish Hatchery Rd Ste 1		Madison	WI	53711	608/288-0888
Southern Wisconsin Huts, LLC	040684	3150 Maple Valley Dr		Madison	WI	53719	608/845-0845
Southern Wisconsin Huts, LLC	040690	520 S. Park St.		Madison	WI	53715	608/442-4242
Southern Wisconsin Huts, LLC	040693	1438 Northport Drive		Madison	WI	53704	608/244-9099
Southern Wisconsin Huts, LLC	040697	5251 High Crossing Blvd		Madison	WI	53718	608/246-0100
Southern Wisconsin Huts, LLC	041897	7468 Mineral Point Road		Madison	WI	53717	608/828-2828
PH Hospitality Group, LLC	040659	3451 Calumet Ave		Manitowoc	WI	54220	920/684-5300
PH Hospitality Group, LLC	029619	2205 Hall Ave.		Marinette	WI	54143	715/732-2501
PH Hospitality Group, LLC	040984	2112 N Central Ave		Marshfield	WI	54449	715/389-2500
Southern Wisconsin Huts, LLC	040687	623 State Rd. Hwy 82 East		Mauston	WI	53948	608/847-1717
Southern Wisconsin Huts, LLC	040682	5728 Highway 51		Mc Farland	WI	53558	608/838-6888
Northfield Restaurant Corp.	023242	2307 Highway 25 N.		Menomonie	WI	54751	715/235-9044
PH Hospitality Group, LLC	013275	901 N Center Ave	Pizza Hut #275	Merrill	WI	54452	715/536-2433
Southern Wisconsin Huts, LLC	040680	6771 University Ave		Middleton	WI	53562	608/836-3888
EYM Pizza of Wisconsin, LLC	035646	7604 W Burleigh St	Pizza Hut #473	Milwaukee	WI	53222	414/444-4161
EYM Pizza of Wisconsin, LLC	035647	2340 N Farwell Ave	Pizza Hut #474	Milwaukee	WI	53211	414/278-0007
EYM Pizza of Wisconsin, LLC	035651	1840 S 15th St	Pizza Hut #478	Milwaukee	WI	53204	414/643-6200
EYM Pizza of Wisconsin, LLC	035652	3131 S Kinnickinnic Ave	Pizza Hut #479	Milwaukee	WI	53207	414/769-1776
EYM Pizza of Wisconsin, LLC	035660	5704 W. Capitol Dr		Milwaukee	WI	53216	414/444-2258
EYM Pizza of Wisconsin, LLC	035670	3921 S. 76th St.		Milwaukee	WI	53220	414/543-3550
EYM Pizza of Wisconsin, LLC	035671	3555 S 27th St.		Milwaukee	WI	53221	414/383-3633
EYM Pizza of Wisconsin, LLC	035672	10400 W Silver Spring Dr., Suite 200		Milwaukee	WI	53225	414/461-0500
Southern Wisconsin Huts, LLC	040671	550 8th Ave		Monroe	WI	53566	608/325-3001
Southern Wisconsin Huts, LLC	040691	1848 US Hwy 18		Mount Horeb	WI	53572	608/437-3737
EYM Pizza of Wisconsin, LLC	035644	955 S. Main Street	Pizza Hut #467	Mukwonago	WI	53149	262/363-8875
EYM Pizza of Wisconsin, LLC	035464	W189 S7791 Racine Ave		Muskego	WI	53150	414/367-2687
PH Hospitality Group, LLC	030354	965 S. Green Bay Rd.		Neenah	WI	54956	920/725-8225
PH Hospitality Group, LLC	013270	303 E Division St	Pizza Hut #270	Neillsville	WI	54456	715/743-3100
EYM Pizza of Wisconsin, LLC	035650	12426 W National Ave	Pizza Hut #477	New Berlin	WI	53151	262/785-5556
EYM Pizza of Wisconsin, LLC	035635	910 Summit Ave	Pizza Hut #445	Oconomowoc	WI	53066	262/567-7100
Southern Wisconsin Huts, LLC	040689	954 Janesville Rd.	Suite #3	Oregon	WI	53575	608/835-5555
PH Hospitality Group, LLC	013253	1120 S Koeller St	Pizza Hut #253	Oshkosh	WI	54902	920/231-4293
PH Hospitality Group, LLC	029527	1814 Jackson St.		Oshkosh	WI	54901	920/233-3273
EYM Pizza of Wisconsin, LLC	035657	1350 W Capitol Dr		Pewaukee	WI	53072	262/695-6111
Southern Wisconsin Huts, LLC	040686	230 Dubuque Rd.		Platteville	WI	53818	608/348-9731

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PH Hospitality Group, LLC	013268	2321 Post Rd	Pizza Hut #268	Plover	WI	54467	715/341-6565
Southern Wisconsin Huts, LLC	040675	401 E Wisconsin St		Portage	WI	53901	608/742-8829
Northfield Restaurant Corp.	008673	1501 S Marquette Rd		Prairie Du Chien	WI	53821	608/326-8000
EYM Pizza of Wisconsin, LLC	035633	5000 Washington Ave	Pizza Hut #439	Racine	WI	53406	262/633-5471
EYM Pizza of Wisconsin, LLC	035654	2401 Douglas Ave	Pizza Hut #485	Racine	WI	53402	262/632-7733
Southern Wisconsin Huts, LLC	040677	1401 E Main Street		Reedsburg	WI	53959	608/524-6333
PH Hospitality Group, LLC	031020	315 S Courtney Street		Rhinelander	WI	54501	715/369-3727
Northfield Restaurant Corp.	008015	2395 S Main St		Rice Lake	WI	54868	715/234-1577
Southern Wisconsin Huts, LLC	040679	719 E Hwy 14		Richland Center	WI	53581	608/647-3300
Southern Wisconsin Huts, LLC	040688	825 Phillips Blvd Eagle Plaza		Sauk City	WI	53583	608/643-4343
PH Hospitality Group, LLC	040758	1209B E Green Bay St		Shawano	WI	54166	715/526-5100
EYM Pizza of Wisconsin, LLC	035641	2727 S Business Dr	Pizza Hut #462	Sheboygan	WI	53081	920/452-8870
EYM Pizza of Wisconsin, LLC	035666	523 S. Taylor Dr.		Sheboygan	WI	53081	920/458-8281
Northfield Restaurant Corp.	030054	821 W Wisconsin St		Sparta	WI	54656	608/269-2330
PH Hospitality Group, LLC	013265	417 Division St	Pizza Hut #265	Stevens Point	WI	54481	715/341-4500
Southern Wisconsin Huts, LLC	040698	1400 US-51		Stoughton	WI	53589	608/873-3111
PH Hospitality Group, LLC	031415	1125 Egg Harbor Road		Sturgeon Bay	WI	54235	920/743-8886
PH Hospitality Group, LLC	040719	11888 Velp Ave		Suamico	WI	54313	920/497-1745
Southern Wisconsin Huts, LLC	040678	914 Windsor Rd		Sun Prairie	WI	53590	608/837-7777
Northfield Restaurant Corp.	008246	1821 N Superior Ave		Tomah	WI	54660	608/372-7991
PH Hospitality Group, LLC	013262	1122 N 4th St	Pizza Hut #262	Tomahawk	WI	54487	715/453-5550
Northfield Restaurant Corp.	010449	1236 North Main		Viroqua	WI	54665	608/637-8000
EYM Pizza of Wisconsin, LLC	039620	605 S Church St, Unit 3		Watertown	WI	53094	920/261-1716
EYM Pizza of Wisconsin, LLC	035637	447 W Sunset Dr	Pizza Hut #449	Waukesha	WI	53189	262/547-6652
EYM Pizza of Wisconsin, LLC	035642	1708 Summit Ave	Pizza Hut #464	Waukesha	WI	53188	262/549-6443
Southern Wisconsin Huts, LLC	040694	300 N Century Ave		Waunakee	WI	53597	608/849-8484
PH Hospitality Group, LLC	030640	306 17th Ave., Suite C		Wausau	WI	54401	715/842-5629
EYM Pizza of Wisconsin, LLC	035649	517 Glenview Ave.	Pizza Hut #476	Wauwatosa	WI	53226	414/476-8833
EYM Pizza of Wisconsin, LLC	035653	6728 Greenfield Ave.	Pizza Hut #481	West Allis	WI	53214	414/774-3434
EYM Pizza of Wisconsin, LLC	035674	1460 S. Main St		West Bend	WI	53095	262/338-0014
PH Hospitality Group, LLC	032799	2701 Schofield Ave		Weston	WI	54476	715/359-8873
PH Hospitality Group, LLC	041758	2730 8th Street South		Wisconsin Rapids	WI	54494	715/254-8429
Tasty Hut of WV LLC	040738	6007 Route 60 East	Suite 230	Barboursville	WV	25504	304/736-1561
Tasty Hut of WV LLC	040748	199 S Beaver Ln		Beaver	WV	25813	304/252-8063
Tasty Hut of WV LLC	040733	1912 Harper Rd		Beckley	WV	25801	304/255-0708
Tasty Hut of WV LLC	040740	1034 N Eisenhower Dr		Beckley	WV	25801	304/252-6821
SFR X Holdings, LLC	040248	1023 W Main St		Bridgeport	WV	26330	304/842-6976
Sugar Creek Pizza, L.L.C.	027293	Box 45, Clarksburg Road		Buckhannon	WV	26201	304/472-0335
Tasty Hut of WV LLC	036615	5300 Ceredo Plaza	US Route 60 @ 4th St.	Ceredo	WV	25507	304/453-5300
Tasty Hut of WV LLC	036683	80 Friendly Neighbor Road		Chapmanville	WV	25508	304/855-4503
Sugar Creek Pizza, L.L.C.	026431	5730 MacCorkle Ave SE		Charleston	WV	25304	304/925-6604
Tasty Hut of WV LLC	040739	6279 Sissonville Dr		Charleston	WV	25312	304/984-9777
Tasty Hut of WV LLC	040742	1657 4th Avenue		Charleston	WV	25387	304/342-2300
SFR X Holdings, LLC	040253	1708 Adams Ave		Clarksburg	WV	26301	304/622-5667
OH-NR, LLC	009874	43 Craft Lane		Craigsville	WV	26205	304/742-5398
Tasty Hut of WV LLC	040751	5458 Big Tyler Road		Cross Lanes	WV	25313	304/776-5918
Tasty Hut of WV LLC	036604	1498 Smoot Ave		Danville	WV	25053	304/369-0263
Sugar Creek Pizza, L.L.C.	027294	1513 Harrison Ave.		Elkins	WV	26241	304/636-2212
Sugar Creek Pizza, L.L.C.	036567	The Crossing Shopping Center Suite 211		Elkview	WV	25071	304/935-0445
SFR X Holdings, LLC	040247	1501 Fairmont Ave.		Fairmont	WV	26554	304/366-5566
OH-NR, LLC	010398	I-79 Sutton Gassaway Exit		Gassaway	WV	26624	304/364-2255

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Legal Entity	Store ID	Address	Adress 2	City	State	Postal	Business Phone
OH-NR, LLC	010185	2 W Main St		Glenville	WV	26351	304/462-8800
SFR X Holdings, LLC	040256	160 Victory Ave.		Grafton	WV	26354	304/265-5545
OH-NR, LLC	007488	State Rte 107		Hinton	WV	25951	304/466-0245
Tasty Hut of WV LLC	040750	1540 3rd Avenue		Huntington	WV	25701	304/525-6091
Tasty Hut of WV LLC	040734	311 Hurricane Creek Rd		Hurricane	WV	25526	304/562-3343
Sugar Creek Pizza, L.L.C.	027289	425 E Main St.	Kingwood Plaza	Kingwood	WV	26537	304/329-0455
Tasty Hut of WV LLC	036585	415 Hanging Rock Hwy.		Logan	WV	25601	304/752-8287
Tasty Hut of WV LLC	037424	1309B Old Courthouse Square		Martinsburg	WV	25401	304/267-9946
SFR X Holdings, LLC	040254	345 E Brockway Ave		Morgantown	WV	26501	304/292-7100
Sugar Creek Pizza, L.L.C.	027287	390 N State Route 2		New Martinsville	WV	26155	304/455-4240
OH-NR, LLC	009183	109 Packwood Dr		Oak Hill	WV	25901	304/465-0581
Tasty Hut of WV LLC	040735	Hwy 971 Oceana Sq		Oceana	WV	24870	304/682-8208
Sugar Creek Pizza, L.L.C.	027286	2407 Pike St		Parkersburg	WV	26101	304/422-2535
Sugar Creek Pizza, L.L.C.	027288	1323 Lakeview Dr		Parkersburg	WV	26104	304/422-7135
Sugar Creek Pizza, L.L.C.	027290	444 Virginia Ave		Petersburg	WV	26847	304/257-1000
Tasty Hut of WV LLC	040743	1271 Stafford Drive	Suite 11	Princeton	WV	24740	304/487-3491
Tasty Hut of WV LLC	040744	532 John Raine Drive	Suite A	Rainelle	WV	25962	304/438-8566
Tasty Hut of WV LLC	040745	425 Washington Street		Ravenswood	WV	26164	304/273-5600
OH-NR, LLC	013735	80 Michigan Avenue		Smithers	WV	25186	304/442-4547
Tasty Hut of WV LLC	040741	834 Robert C Byrd Drive	Suite D	Sophia	WV	25921	304/683-2623
Tasty Hut of WV LLC	040749	4701 MacCorkle Avenue SW		South Charleston	WV	25309	304/768-0041
OH-NR, LLC	014344	State Rte 33		Spencer	WV	25276	304/927-4619
OH-NR, LLC	006945	809 Broad St		Summersville	WV	26651	304/872-5449
Sugar Creek Pizza, L.L.C.	028177	218 Park Drive, Suite G		Weirton	WV	26062	304/723-4240
Tasty Hut of WV LLC	040747	1021 Virginia Avenue	Suite 2	Welch	WV	24801	304/436-2117
SFR X Holdings, LLC	040249	20 Commerce Dr		Westover	WV	26501	304/296-2000
SFR X Holdings, LLC	040251	2345 National Rd		Wheeling	WV	26003	304/242-0880
Tasty Hut of WV LLC	040737	3438 Winfield Road		Winfield	WV	25213	304/586-9711
GMRG ACQ 1, LLC	035954	338 Washington		Afton	WY	83110	307/886-9224
GMRG ACQ 1, LLC	035929	110 E Hart St	Hwy 16 E	Buffalo	WY	82834	307/684-2596
GMRG ACQ 1, LLC	035955	1300 S. Poplar		Casper	WY	82601	307/237-8646
GMRG ACQ 1, LLC	035956	3738 Cy Ave		Casper	WY	82604	307/265-0804
GMRG ACQ 1, LLC	035957	3741 E 2nd St		Casper	WY	82609	307/577-9112
GMRG ACQ 1, LLC	035984	5320 Yellowstone Rd		Cheyenne	WY	82009	307/634-0854
GMRG ACQ 1, LLC	035986	1308 S. Greeley Hwy.		Cheyenne	WY	82007	307/635-4151
GMRG ACQ 1, LLC	037216	3901 E. Pershing Blvd., Unit A		Cheyenne	WY	82001	307/637-6666
American Pizza Partners, L.P.	007884	736 Yellowstone Ave		Cody	WY	82414	307/527-7819
GMRG ACQ 1, LLC	035952	335 Hwy 30/189		Diamondville	WY	83116	307/877-1111
GMRG ACQ 1, LLC	035922	1830 Richards St		Douglas	WY	82633	307/358-2224
GMRG ACQ 1, LLC	035951	134 Yellow Creek Rd		Evanston	WY	82930	307/789-1372
American Pizza Partners, L.P.	007565	1711 W 2nd St		Gillette	WY	82716	307/686-0360
American Pizza Partners, L.P.	023119	627 E. Boxelder Rd.		Gillette	WY	82718	307/682-8200
GMRG ACQ 1, LLC	035974	220 Uinta Drive		Green River	WY	82935	307/875-7885
American Pizza Partners, L.P.	007536	670 E. Main		Lander	WY	82520	307/332-6224
GMRG ACQ 1, LLC	035983	1460 N 3rd St		Laramie	WY	82072	307/742-8118
GMRG ACQ 1, LLC	035930	802 Seneca		Newcastle	WY	82701	307/746-3507
American Pizza Partners, L.P.	007467	855 E Coulter Ave		Powell	WY	82435	307/754-9588
GMRG ACQ 1, LLC	035959	506 Higley Blvd		Rawlins	WY	82301	307/328-1000
American Pizza Partners, L.P.	006436	215 N Federal Blvd		Riverton	WY	82501	307/856-2808
GMRG ACQ 1, LLC	035949	80 Gateway Blvd		Rock Springs	WY	82901	307/382-1044
American Pizza Partners, L.P.	007564	2547 N Main St		Sheridan	WY	82801	307/672-9041
GMRG ACQ 1, LLC	035960	545 Shoshoni St		Thermopolis	WY	82443	307/864-2345
GMRG ACQ 1, LLC	035985	1120 E. Valley		Torrington	WY	82240	307/532-7007

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Legal Entity	Store ID	Address	Adress 2	City	State	Postal	Business Phone
GMRG ACQ 1, LLC	035924	1801 N 16th St		Wheatland	WY	82201	307/322-4001
American Pizza Partners, L.P.	007484	1935 E Big Horn Ave		Worland	WY	82401	307/347-2437

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EXHIBIT H-2

LIST OF FORMER FRANCHISEES

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Store ID	Address	City	State	Zip	Previous Owner/FRN Name	Ownr Mail City	Owner Phone
012419	1136 Us Highway 27 N	Berne	IN	46711	Estate of Richard Freeland	Fort Wayne, IN	260/436-7100
007139	632 N Main St	Bluffton	IN	46714	Estate of Richard Freeland	Fort Wayne, IN	260/436-7100
007138	609 N 13th St	Decatur	IN	46733	Estate of Richard Freeland	Fort Wayne, IN	260/436-7100
010128	2000 N Walnut	Hartford City	IN	47348	Estate of Richard Freeland	Fort Wayne, IN	260/436-7100
009670	1502 N Meridian St	Portland	IN	47371	Estate of Richard Freeland	Fort Wayne, IN	260/436-7100
014281	130 Hwy 56	Baldwin City	KS	66006	J. Larry Fugate	Wichita, KS	316/722-5670
031931	638 W Crawford St	Clay Center	KS	67432	Greg Shelton	Wichita, KS	316/685-6221
036798	7183 East Broad Street	Blacklick	OH	43004	Adam Diamond	Westport, CT	917/806-3933
035520	6326 Gender Road	Canal Winchester	OH	43110	Adam Diamond	Westport, CT	917/806-3933
035558	163 N Bridge St	Chillicothe	OH	45601	Adam Diamond	Westport, CT	917/806-3933
035541	1240 N Court St	Circleville	OH	43113	Adam Diamond	Westport, CT	917/806-3933
035548	3880 Sullivant Ave	Columbus	OH	43228	Adam Diamond	Westport, CT	917/806-3933
035552	1950 Cleveland Innis Plz	Columbus	OH	43224	Adam Diamond	Westport, CT	917/806-3933
036697	7370 Sawmill Rd	Columbus	OH	43235	Adam Diamond	Westport, CT	917/806-3933
035554	1325 Harrisburg Pike	Columbus	OH	43223	Adam Diamond	Westport, CT	917/806-3933
035528	890 E Dublin Granville Rd	Columbus	OH	43229	Adam Diamond	Westport, CT	917/806-3933
035547	4903 W Broad St	Columbus	OH	43228	Adam Diamond	Westport, CT	917/806-3933
035519	5121 N. Hamilton Rd.	Columbus	OH	43230	Adam Diamond	Westport, CT	917/806-3933
035551	3089 E Main St	Columbus	OH	43209	Adam Diamond	Westport, CT	917/806-3933
036699	1382 N High St	Columbus	OH	43201	Adam Diamond	Westport, CT	917/806-3933
035538	241 S Sandusky St	Delaware	OH	43015	Adam Diamond	Westport, CT	917/806-3933
035523	2536 Columbus St	Grove City	OH	43123	Adam Diamond	Westport, CT	917/806-3933
037655	3776 S Hamilton Rd	Groveport	OH	43125	Adam Diamond	Westport, CT	917/806-3933
035546	4504 Cemetery Rd	Hilliard	OH	43026	Adam Diamond	Westport, CT	917/806-3933
035532	632 N Memorial Dr	Lancaster	OH	43130	Adam Diamond	Westport, CT	917/806-3933
035543	25 Neverland Dr	Lewis Center	OH	43035	Adam Diamond	Westport, CT	917/806-3933
035556	12876 State Route 664, Suite B-7	Logan	OH	43138	Adam Diamond	Westport, CT	917/806-3933
035530	901 W 5th St	Marysville	OH	43040	Adam Diamond	Westport, CT	917/806-3933
035539	512 Carroll St	New Lexington	OH	43764	Adam Diamond	Westport, CT	917/806-3933
035553	744 W Main St	Newark	OH	43055	Adam Diamond	Westport, CT	917/806-3933
035531	810 Refugee Rd	Pickerington	OH	43147	Adam Diamond	Westport, CT	917/806-3933
035549	6736 E Main St	Reynoldsburg	OH	43068	Adam Diamond	Westport, CT	917/806-3933
035537	409 S Elm St	Washington Court House	OH	43160	Adam Diamond	Westport, CT	917/806-3933
035535	651 S State St	Westerville	OH	43081	Adam Diamond	Westport, CT	917/806-3933
035550	4440 E Main St	Whitehall	OH	43213	Adam Diamond	Westport, CT	917/806-3933
035555	143 N. Maysville Ave	Zanesville	OH	43701	Adam Diamond	Westport, CT	917/806-3933
035527	3355 Maple Ave	Zanesville	OH	43701	Adam Diamond	Westport, CT	917/806-3933

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Franchisee	Franchisee Legal Entity	City	State	Phone	City in which outlets were located	State(s) in which outlets were located	Postal
John McGrath	Southeastern Pizza Group, LLC	Charleston	SC	843/958-8660	Auburn	AL	36832
Greg Flynn	Hut Birmingham LLC	San Francisco	CA	317/288-9581	Birmingham	AL	35206
Thomas Garrett	GPS Hospitality Huts, LLC	Atlanta	GA	770/933-5023	Dothan	AL	36303
Thomas Garrett	GPS Hospitality Huts, LLC	Atlanta	GA	770/933-5023	Huntsville	AL	35816
Thomas Garrett	GPS Hospitality Huts, LLC	Atlanta	GA	770/933-5023	Huntsville	AL	35810
Thomas Garrett	GPS Hospitality Huts, LLC	Atlanta	GA	770/933-5023	Madison	AL	35758
Greg Flynn	Hut Birmingham LLC	San Francisco	CA	317/288-9581	Tuskegee	AL	36083
Kamal Singh	Delect Foods PHX, LLC	Houston	TX	281/888-2439	Maricopa	AZ	85139
Mark Peterson	Hot Pizzas, L.L.C.	Kingman	AZ	928/681-3344	Phoenix	AZ	85006
James Gressett	CalPac Pizza, LLC	Austin	TX	512/732-1212	Bakersfield	CA	93309
Jason Cochran	Southern California Pizza Company, LLC	Orange	CA	951/284-7400	Camarillo	CA	93010
Jason Cochran	Southern California Pizza Company, LLC	Orange	CA	951/284-7400	Culver City	CA	90230
Jason Cochran	Southern California Pizza Company, LLC	Orange	CA	951/284-7400	Fontana	CA	92337
Jason Cochran	SoCal South OC, LLC	Orange	CA	951/284-7400	Foothill Ranch	CA	92610
Jason Cochran	Southern California Pizza Company, LLC	Orange	CA	951/284-7400	Fullerton	CA	92832
Jason Cochran	Southern California Pizza Company, LLC	Orange	CA	951/284-7400	Hawthorne	CA	90250
Jason Cochran	SoCal South OC, LLC	Orange	CA	951/284-7400	Ladera Ranch	CA	92694
Jason Cochran	SoCal Pizza Holdings, LLC	Orange	CA	951/284-7400	Lompoc	CA	93436
Jason Cochran	Southern California Pizza Company, LLC	Orange	CA	951/284-7400	Long Beach	CA	90808
Jason Cochran	Southern California Pizza Company, LLC	Orange	CA	951/284-7400	Long Beach	CA	90813
Jason Cochran	SoCal South OC, LLC	Orange	CA	951/284-7400	Mission Viejo	CA	92691
Jason Cochran	Southern California Pizza Company, LLC	Orange	CA	951/284-7400	North Hollywood	CA	91607
James Gressett	PacPizza, LLC	Austin	TX	512/732-1212	Oroville	CA	95965
Jason Cochran	Southern California Pizza Company, LLC	Orange	CA	951/284-7400	Simi Valley	CA	93063
James Gressett	PacPizza, LLC	Austin	TX	512/732-1212	South Lake Tahoe	CA	96150
Jason Cochran	Southern California Pizza Company, LLC	Orange	CA	951/284-7400	West Covina	CA	91790
Greg Flynn	Hut Florida LLC	San Francisco	CA	317/288-9581	Cape Coral	FL	33914
Adam Diamond	ADT Florida LLC	Westport	CT	917/806-3933	Delray Beach	FL	33483
Greg Flynn	Hut Florida LLC	San Francisco	CA	317/288-9581	Green Cove Springs	FL	32043
Al Salas	Koning Restaurants International, L.C.	Miramar	FL	305/430-1200	Miami	FL	33134
Al Salas	Koning Restaurants International, L.C.	Miramar	FL	305/430-1200	Miami	FL	33174
Greg Flynn	Hut Florida LLC	San Francisco	CA	317/288-9581	Pensacola	FL	32526
Greg Flynn	Hut Florida LLC	San Francisco	CA	317/288-9581	Tampa	FL	33635
Greg Flynn	Hut Georgia LLC	San Francisco	CA	317/288-9581	Alpharetta	GA	30004
Thomas Garrett	GPS Hospitality Huts, LLC	Atlanta	GA	770/933-5023	Atlanta	GA	30308
Eduardo Diaz	EYM Pizza of Georgia, LLC	Irving	TX	214/819-3800	Claxton	GA	30417
Thomas Garrett	GPS Hospitality Huts, LLC	Atlanta	GA	770/933-5023	Decatur	GA	30034
Thomas Garrett	GPS Hospitality Huts, LLC	Atlanta	GA	770/933-5023	Decatur	GA	30030
Thomas Garrett	GPS Hospitality Huts, LLC	Atlanta	GA	770/933-5023	Decatur	GA	30035
Thomas Garrett	GPS Hospitality Huts, LLC	Atlanta	GA	770/933-5023	Lithonia	GA	30058
Thomas Garrett	GPS Hospitality Huts, LLC	Atlanta	GA	770/933-5023	Lithonia	GA	30058
Eduardo Diaz	EYM Pizza of Georgia, LLC	Irving	TX	214/819-3800	Reidsville	GA	30453
Eduardo Diaz	EYM Pizza of Georgia, LLC	Irving	TX	214/819-3800	Savannah	GA	31419
Eduardo Diaz	EYM Pizza of Georgia, LLC	Irving	TX	214/819-3800	Soperton	GA	30457
Eduardo Diaz	EYM Pizza of Georgia, LLC	Irving	TX	214/819-3800	St Simons Is	GA	31522
Eduardo Diaz	EYM Pizza of Georgia, LLC	Irving	TX	214/819-3800	Statesboro	GA	30458
Thomas Garrett	GPS Hospitality Huts, LLC	Atlanta	GA	770/933-5023	Stone Mountain	GA	30088
Terry Hopkins	Spokane Valley Pizza LLC	Mukilteo	WA	425/493-8077	Coeur D Alene	ID	83814
Terry Hopkins	Spokane Valley Pizza LLC	Mukilteo	WA	425/493-8077	Ponderay	ID	83852
Matthew Ailey	Quality Huts Midwest LLC	Raleigh	NC	919/747-6528	Carol Stream	IL	60188
Greg Flynn	Hut St Louis LLC	San Francisco	CA	317/288-9581	Columbia	IL	62236
Matthew Ailey	Quality Huts Midwest LLC	Raleigh	NC	919/747-6528	Homewood	IL	60430

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Franchisee	Franchisee Legal Entity	City	State	Phone	City in which outlets were located	State(s) in which outlets were located	Postal
Eduardo Diaz	EYM Pizza of Illinois, LLC	Irving	TX	214/819-3800	Joliet	IL	60432
Eduardo Diaz	EYM Pizza of Illinois, LLC	Irving	TX	214/819-3800	Lockport	IL	60441
Matthew Ailey	Quality Huts Midwest LLC	Raleigh	NC	919/747-6528	Lombard	IL	60148
Eduardo Diaz	EYM Pizza of Illinois, LLC	Irving	TX	214/819-3800	Monee	IL	60449
Eduardo Diaz	EYM Pizza of Illinois, LLC	Irving	TX	214/819-3800	Normal	IL	61761
Estate of Richard Freeland	Rockford Huts, LLC	Fort Wayne	IN	260/436-7100	Rockford	IL	61108
Matthew Ailey	Quality Huts Midwest LLC	Raleigh	NC	919/747-6528	Roselle	IL	60172
Greg Flynn	Hut St Louis LLC	San Francisco	CA	317/288-9581	Sparta	IL	62286
Matthew Ailey	Quality Huts Indianapolis LLC	Raleigh	NC	919/747-6528	Bloomington	IN	47408
Eduardo Diaz	EYM Pizza of Indiana, LLC	Irving	TX	214/819-3800	Cedar Lake	IN	46303
Eduardo Diaz	EYM Pizza of Indiana, LLC	Irving	TX	214/819-3800	Chesterton	IN	46304
Matthew Ailey	Quality Huts Midwest LLC	Raleigh	NC	919/747-6528	Elkhart	IN	46514
Matthew Ailey	Quality Huts Indianapolis LLC	Raleigh	NC	919/747-6528	Franklin	IN	46131
Matthew Ailey	Quality Huts Indianapolis LLC	Raleigh	NC	919/747-6528	Greensburg	IN	47240
Eduardo Diaz	EYM Pizza of Indiana, LLC	Irving	TX	214/819-3800	Griffith	IN	46319
Matthew Ailey	Quality Huts Indianapolis LLC	Raleigh	NC	919/747-6528	Indianapolis	IN	46220
Matthew Ailey	Quality Huts Indianapolis LLC	Raleigh	NC	919/747-6528	Indianapolis	IN	46228
Matthew Ailey	Quality Huts Indianapolis LLC	Raleigh	NC	919/747-6528	Indianapolis	IN	46224
Matthew Ailey	Quality Huts Indianapolis LLC	Raleigh	NC	919/747-6528	Indianapolis	IN	46254
William Walsh	Kokomo Pizza, LLC	Wichita	KS	316/681-1081	Kokomo	IN	46902
Eduardo Diaz	EYM Pizza of Indiana, LLC	Irving	TX	214/819-3800	La Porte	IN	46350
Eduardo Diaz	EYM Pizza of Indiana, LLC	Irving	TX	214/819-3800	Lowell	IN	46356
Eduardo Diaz	EYM Pizza of Indiana, LLC	Irving	TX	214/819-3800	Munster	IN	46321
Matthew Ailey	Quality Huts Midwest LLC	Raleigh	NC	919/747-6528	Nappanee	IN	46550
Matthew Ailey	Quality Huts Midwest LLC	Raleigh	NC	919/747-6528	Osceola	IN	46561
Eduardo Diaz	EYM Pizza of Indiana, LLC	Irving	TX	214/819-3800	Portage	IN	46368
William Walsh	Peru Pizza Company, Inc.	Wichita	KS	316/681-1081	Rochester	IN	46975
Eduardo Diaz	EYM Pizza of Indiana, LLC	Irving	TX	214/819-3800	Schererville	IN	46375
Eduardo Diaz	EYM Pizza of Indiana, LLC	Irving	TX	214/819-3800	Valparaiso	IN	46383
Norman Staab	Pizza Management Company, L.L.C.	Hays	KS	785/625-6195	Goodland	KS	67735
Greg Flynn	Hut Midwest LLC	San Francisco	CA	317/288-9581	Topeka	KS	66605
Greg Flynn	Hut Midwest LLC	San Francisco	CA	317/288-9581	Topeka	KS	66612
Jesse Arnold	Arnold Family of Restaurants, LLC	Tyler	TX	903/655-4237	Cynthiana	KY	41031
Charan Dhaliwal	IPH Enterprises, LLC	Rogers	AR	479/636-3232	Louisville	KY	40291
Scott Davison	Horizon River Restaurants LLC	Park City	UT	504/208-9233	Gretna	LA	70053
Jesse Arnold	Arnold Family of Restaurants, LLC	Tyler	TX	903/655-4237	Natchitoches	LA	71457
Adam Diamond	ADT Louisiana LLC	Westport	CT	917/806-3933	Opelousas	LA	70570
Matthew Ailey	Quality Huts Mid Atlantic LLC	Raleigh	NC	919/747-6528	Annapolis	MD	21409
Matthew Ailey	Quality Huts Mid Atlantic LLC	Raleigh	NC	919/747-6528	Hampstead	MD	21074
Joseph Comes	Comes Investments, Inc.	West Des Moines	IA	515/330-1172	Saint Michael	MN	55376
Thomas Jorgensen	Summit Pizza, Inc.	Blue Springs	MO	816/224-3336	Cape Girardeau	MO	63701
Greg Flynn	Hut Missouri LLC	San Francisco	CA	317/288-9581	Carl Junction	MO	64834
Thomas Jorgensen	Summit Pizza, Inc.	Blue Springs	MO	816/224-3336	Crystal City	MO	63019
Greg Flynn	Hut Missouri LLC	San Francisco	CA	317/288-9581	Saint Louis	MO	63129
Greg Flynn	Hut Missouri LLC	San Francisco	CA	317/288-9581	Saint Louis	MO	63132
Greg Flynn	Hut Missouri LLC	San Francisco	CA	317/288-9581	Springfield	MO	65807
Michael Quinn	JJB Pizza, LLC	Flowood	MS	601/331-1835	Jackson	MS	39209
Michael Cherney	GMRG ACQ 1, LLC	Overland Park	KS	646/838-4672	Helena	MT	59602
Adam Diamond	ADT Carolina LLC	Westport	CT	917/806-3933	Charlotte	NC	28215
Adam Diamond	ADT Carolina LLC	Westport	CT	917/806-3933	Charlotte	NC	28269
Adam Diamond	ADT Carolina LLC	Westport	CT	917/806-3933	Huntersville	NC	28078
Jimmy Sutton	SDS Restaurant Group, LLC	Greenville	NC	252/301-2391	Jacksonville	NC	28540

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Franchisee	Franchisee Legal Entity	City	State	Phone	City in which outlets were located	State(s) in which outlets were located	Postal
Adam Diamond	ADT Carolina LLC	Westport	CT	917/806-3933	Lincolnton	NC	28092
Thomas Scott	Tasty Hut of NC LLC	Los Angeles	CA	310/943-4997	Sylva	NC	28779
Shoukat Dhanani	Ayvaz Pizza, LLC	Sugar Land	TX	281/201-2700	Albuquerque	NM	87112
Thomas Scott	Tasty Hut Northeast LLC	Los Angeles	CA	310/943-4997	Glens Falls	NY	12801
Rohit Patel	Maruti PH Group LLC	Waterdown	ON	289/895-7488	Cincinnati	OH	45217
Adam Diamond	ADT Ohio LLC	Westport	CT	917/806-3933	Columbus	OH	43206
Adam Diamond	ADT Ohio LLC	Westport	CT	917/806-3933	Columbus	OH	43207
Adam Diamond	ADT Ohio LLC	Westport	CT	917/806-3933	Columbus	OH	43220
Adam Diamond	ADT Ohio LLC	Westport	CT	917/806-3933	Dublin	OH	43017
Jesse Arnold	Arnold Family of Restaurants, LLC	Tyler	TX	903/655-4237	Greenfield	OH	45123
Adam Diamond	ADT Ohio LLC	Westport	CT	917/806-3933	London	OH	43140
Hassan Charara	Eastlake Foods Ohio, LLC	Wayne	MI	734/335-7158	Middleburg Heights	OH	44130
Kevin Attkisson	SFR X Holdings, LLC	Louisville	KY	502/254-7130	Oak Harbor	OH	43449
Jesse Arnold	Arnold Family of Restaurants, LLC	Tyler	TX	903/655-4237	South Point	OH	45680
Hassan Charara	Eastlake Foods Ohio, LLC	Wayne	MI	734/335-7158	Strongsville	OH	44136
Jack Shelton	Chisholm Enterprises, Inc.				Catoosa	OK	74015
Matthew Ailey	Quality Huts East LLC	Raleigh	NC	919/747-6528	Aliquippa	PA	15001
R Craig Bittner	Bittner Restaurant North, LLC	Somerset	PA	814/445-7392	Altoona	PA	16601
Matthew Ailey	Quality Huts East LLC	Raleigh	NC	919/747-6528	McMurray	PA	15317
Shoukat Dhanani	Ayvaz Pizza, LLC	Sugar Land	TX	281/201-2700	Clemson	SC	29631
Eduardo Diaz	EYM Pizza of SC, LLC	Irving	TX	214/819-3800	Hilton Head Island	SC	29928
Jimmy Sutton	SDS Restaurant Group, LLC	Greenville	NC	252/301-2391	Spartanburg	SC	29303
Thomas Garrett	GPS Hospitality Huts, LLC	Atlanta	GA	770/933-5023	Greenbrier	TN	37073
Thomas Garrett	GPS Hospitality Huts, LLC	Atlanta	GA	770/933-5023	Mount Juliet	TN	37122
Thomas Garrett	GPS Hospitality Huts, LLC	Atlanta	GA	770/933-5023	Paris	TN	38242
Thomas Garrett	GPS Hospitality Huts, LLC	Atlanta	GA	770/933-5023	Portland	TN	37148
Shoukat Dhanani	Ayvaz Pizza, LLC	Sugar Land	TX	281/201-2700	Fort Bliss	TX	79906
Greg Flynn	Hut Texas LLC	San Francisco	CA	317/288-9581	Lufkin	TX	75901
Brian Baird	Tumbleweed Pizza Partners, L.P.	McKinney	TX	972/540-5554	McKinney	TX	75070
Kamal Singh	Emerge Pizza of San Antonio, LLC	Houston	TX	281/888-2439	San Antonio	TX	78251
Kamal Singh	Emerge Pizza of San Antonio, LLC	Houston	TX	281/888-2439	San Antonio	TX	78232
Kamal Singh	Emerge Pizza of San Antonio, LLC	Houston	TX	281/888-2439	San Antonio	TX	78217
Kamal Singh	Emerge Pizza of San Antonio, LLC	Houston	TX	281/888-2439	San Antonio	TX	78247
Mike Oracion	Progressive Pizza Partners, L.P.	Abilene	TX		Stamford	TX	79553
Jason Cochran	Wasatch Valley Pizza, LLC	Orange	CA	951/284-7400	American Fork	UT	84003
Jason Cochran	Wasatch Valley Pizza, LLC	Orange	CA	951/284-7400	Brigham City	UT	84302
Jason Cochran	Wasatch Valley Pizza, LLC	Orange	CA	951/284-7400	Clearfield	UT	84015
Jason Cochran	Wasatch Valley Pizza, LLC	Orange	CA	951/284-7400	Draper	UT	84020
Jason Cochran	Wasatch Valley Pizza, LLC	Orange	CA	951/284-7400	Eagle Mountain	UT	84005
Jason Cochran	Wasatch Valley Pizza, LLC	Orange	CA	951/284-7400	Lehi	UT	84043
Jason Cochran	Wasatch Valley Pizza, LLC	Orange	CA	951/284-7400	Murray	UT	84107
Jason Cochran	Wasatch Valley Pizza, LLC	Orange	CA	951/284-7400	Orem	UT	84057
Jason Cochran	Wasatch Valley Pizza, LLC	Orange	CA	951/284-7400	Orem	UT	84058
Jason Cochran	Wasatch Valley Pizza, LLC	Orange	CA	951/284-7400	Provo	UT	84604
Jason Cochran	Wasatch Valley Pizza, LLC	Orange	CA	951/284-7400	Salt Lake City	UT	84109
Jason Cochran	Wasatch Valley Pizza, LLC	Orange	CA	951/284-7400	Salt Lake City	UT	84124
Jason Cochran	Wasatch Valley Pizza, LLC	Orange	CA	951/284-7400	Salt Lake City	UT	84121
Jason Cochran	Wasatch Valley Pizza, LLC	Orange	CA	951/284-7400	Sandy	UT	84094
Jason Cochran	Wasatch Valley Pizza, LLC	Orange	CA	951/284-7400	Saratoga Springs	UT	84045
Jason Cochran	Wasatch Valley Pizza, LLC	Orange	CA	951/284-7400	Smithfield	UT	84335
Jason Cochran	Wasatch Valley Pizza, LLC	Orange	CA	951/284-7400	Springville	UT	84663
Thomas Scott	Tasty Hut of VA LLC	Los Angeles	CA	310/943-4997	Burke	VA	22015

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Franchisee	Franchisee Legal Entity	City	State	Phone	City in which outlets were located	State(s) in which outlets were located	Postal
Greg Flynn	Hut East Coast LLC	San Francisco	CA	317/288-9581	Hampton	VA	23669
Greg Flynn	Hut East Coast LLC	San Francisco	CA	317/288-9581	Newport News	VA	23602
Greg Flynn	Hut East Coast LLC	San Francisco	CA	317/288-9581	Norfolk	VA	23510
Greg Flynn	Hut East Coast LLC	San Francisco	CA	317/288-9581	Virginia Beach	VA	23464
Terry Hopkins	Spokane Valley Pizza LLC	Mukilteo	WA	425/493-8077	Deer Park	WA	99006
Terry Hopkins	Spokane Valley Pizza LLC	Mukilteo	WA	425/493-8077	Spokane	WA	99223
Mark Dillon	PH Hospitality Group, LLC	Pewaukee	WI	414/266-5101	Appleton	WI	54915
Eduardo Diaz	EYM Pizza of Wisconsin, LLC	Irving	TX	214/819-3800	Germantown	WI	53022
Mark Dillon	PH Hospitality Group, LLC	Pewaukee	WI	414/266-5101	Green Bay	WI	54302
Estate of Richard Freeland	Southern Wisconsin Huts, LLC	Fort Wayne	IN	260/436-7100	Janesville	WI	53548
Eduardo Diaz	EYM Pizza of Wisconsin, LLC	Irving	TX	214/819-3800	Kenosha	WI	53142
Brian Baird	Eagle Bluff Pizza Partners, LLC	McKinney	TX	972/540-5554	La Crosse	WI	54603
Eduardo Diaz	EYM Pizza of Wisconsin, LLC	Irving	TX	214/819-3800	Lake Geneva	WI	53147
Mark Dillon	PH Hospitality Group, LLC	Pewaukee	WI	414/266-5101	Manitowoc	WI	54220
Eduardo Diaz	EYM Pizza of Wisconsin, LLC	Irving	TX	214/819-3800	Menomonee Falls	WI	53051
Eduardo Diaz	EYM Pizza of Wisconsin, LLC	Irving	TX	214/819-3800	South Milwaukee	WI	53172
Eduardo Diaz	EYM Pizza of Wisconsin, LLC	Irving	TX	214/819-3800	Whitewater	WI	53190
Thomas Scott	Tasty Hut of WV LLC	Los Angeles	CA	310/943-4997	Charles Town	WV	25414
Michael Cherney	GMRG ACQ 1, LLC	Overland Park	KS	646/838-4672	Mountain View	WY	82939

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

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EXHIBIT I

FINANCIAL STATEMENTS AND GUARANTY

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PIZZA HUT GUARANTOR, LLC

Consolidated Financial Statements

December 30, 2024 and December 25, 2023

(With Independent Auditors' Report Thereon)

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PIZZA HUT GUARANTOR, LLC

Consolidated Financial Statements

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KPMG LLP
Suite 2400
400 West Market Street
Louisville, KY 40202

Independent Auditors' Report

Management and Those Charged with Governance
Pizza Hut Guarantor, LLC:

Opinion

We have audited the consolidated financial statements of Pizza Hut Guarantor, LLC and its subsidiary (the Company), which comprise the consolidated balance sheets as of December 30, 2024 and December 25, 2023, and the related consolidated statements of income, member's equity, and cash flows for each of the years in the three-year period ended, December 30, 2024, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 30, 2024 and December 25, 2023, and the results of its operations and its cash flows for each of the years in the three-year period ended December 30, 2024, in accordance with U.S. generally accepted accounting principles.

Basis for Opinion

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

Responsibilities of Management for the Consolidated Financial Statements

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

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

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

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

KPMG LLP, a Delaware limited liability partnership and a member firm of the KPMG global organization of independent member firms affiliated with KPMG International Limited, a private English company limited by guarantee.

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KPMG

In performing an audit in accordance with GAAS, we:

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

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

KPMG LLP

Louisville, Kentucky
March 25, 2025

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Pizza Hut Guarantor, LLC and Subsidiary
Consolidated Balance Sheets
December 30, 2024 and December 25, 2023
(In thousands)

Assets	**2024**	**2023**
Current Assets:		
Cash	$ 379	$ 426
Restricted cash and restricted cash equivalents	16,049	23,371
Accounts and notes receivable, net of allowance for doubtful accounts of $22,923 in 2024 and $1,518 in 2023	81,744	91,139
Due from affiliate, Pizza Hut of America	13,285	12,985
Prepaid expenses and other current assets	2,128	2,455
Franchise incentives	4,962	4,738
Total current assets	118,547	135,114
Software and computer equipment, net	488	698
Franchise incentives	29,513	33,916
Other assets	1,010	1,109
Total assets	$ 149,558	$ 170,837
Liabilities and Member's Equity		
Current Liabilities:		
Accounts payable and other current liabilities	$ 73,799	$ 92,595
Deferred franchise fees	959	1,076
Total current liabilities	74,758	93,671
Deferred franchise fees	7,000	8,861
Other liabilities	498	887
Total liabilities	82,256	103,419
Member's equity	67,302	67,418
Total liabilities and member's equity	$ 149,558	$ 170,837

See accompanying Notes to Consolidated Financial Statements.

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Pizza Hut Guarantor, LLC and Subsidiary
Consolidated Statements of Income
Fiscal Years ended December 30, 2024, December 25, 2023 and December 26, 2022
(In thousands)

	2024	2023	2022
Revenues:			
Franchise and license revenues	$ 288,807	$ 284,733	$ 280,873
Franchise contributions for advertising and other services	240,784	249,440	253,794
Total revenues	529,591	534,173	534,667
Costs and expenses:			
General and administrative expenses	57,290	54,638	58,549
Franchise and license expenses	17,127	6,703	8,520
Franchise advertising and other services expense	240,993	250,461	253,995
Total costs and expenses	315,410	311,802	321,064
Other income	12,603	9,472	7,285
Net Income	$ 226,784	$ 231,843	$ 220,888

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Pizza Hut Guarantor, LLC and Subsidiary
Consolidated Statements of Member's Equity
Fiscal Years ended December 30, 2024, December 25, 2023 and December 26, 2022
(In thousands)

Balance as of December 27, 2021	$	54,695
Net Income		220,888
Due from YUM! Brands, Inc.		(212,473)
Balance as of December 26, 2022	$	63,110
Net Income		231,843
Due from YUM! Brands, Inc.		(227,535)
Balance as of December 25, 2023	$	67,418
Net Income		226,784
Due from YUM! Brands, Inc.		(226,900)
Balance as of December 30, 2024	$	67,302

See accompanying Notes to Consolidated Financial Statements.

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Pizza Hut Guarantor, LLC and Subsidiary
Consolidated Statements of Cash Flows
Fiscal Years ended December 30, 2024, December 25, 2023 and December 26, 2022
(In thousands)

	2024	2023	2022
Cash Flows - Operating Activities:			
Net Income	$ 226,784	$ 231,843	$ 220,888
Adjustments to reconcile net income to net cash provided by operating activities:			
Allowance for (recoveries of) doubtful accounts	$ 21,405	$ (777)	$ 496
Depreciation and amortization	4,438	4,574	4,177
Changes in operating assets and liabilities:			
Change in accounts and notes receivable	(12,010)	(2,409)	(15,520)
Change in due from affiliate, Pizza Hut of America	(300)	(1,094)	(822)
Change in prepaid expense and other assets	426	1,326	3,522
Change in accounts payable and other liabilities	(19,185)	(22,910)	(29,533)
Change in deferred income and deferred franchise fees	(458)	590	459
Change in franchise incentives	(1,400)	(4,386)	(2,730)
Net Cash Provided by Operating Activities	219,700	206,757	180,937
Cash Flows - Investing Activities:			
Purchases of software and computer equipment	(168)	(76)	(267)
Net Cash Used in Investing Activities	(168)	(76)	(267)
Cash Flows - Financing Activities:			
Net cash swept to YUM! Brands, Inc. and affiliate	(226,900)	(231,843)	(212,473)
Net Cash Used in Financing Activities	(226,900)	(231,843)	(212,473)
Net Change in Cash, Restricted Cash and Restricted Cash Equivalents	(7,368)	(25,162)	(31,803)
Cash, Restricted Cash and Restricted Cash Equivalents, Beginning of Year	23,797	44,104	75,907
Cash, Restricted Cash and Restricted Cash Equivalents, End of Year	$ 16,428	$ 23,797	$ 44,104

See accompanying Notes to Consolidated Financial Statements.

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(1) Description of the Business

Pizza Hut Guarantor, LLC (the "Company") was formed as a single-member, Delaware Limited Liability Company on November 30, 2016. The Company is a direct wholly-owned subsidiary of Pizza Hut Holdings, LLC, (the "Parent"), which is a wholly-owned subsidiary of Yum! Brands, Inc. ("YUM"). The Company was established to guarantee the performance of the duties and obligations of Pizza Hut, LLC, ("PH LLC") under its franchise registration in each U.S. state where the franchise is registered, and under its Franchise Agreement identified in its 2024 Franchise Disclosure Document, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time-to-time. The guarantee provided by the Company continues until all such obligations of PH LLC under its franchise registrations and the Franchise Agreement are satisfied, or until the liability of PH LLC to its franchisees under the Franchise Agreement has been completely discharged, whichever first occurs.

On January 23, 2017, the Parent contributed PH LLC to the Company. As a result of the contribution, the Company became the sole member and manager of PH LLC, which owns all domestic Pizza Hut franchise, license and development agreements and substantially all of Pizza Hut's intellectual property in the United States. The Company recorded a capital contribution within Member's equity equal to the carrying value of Pizza Hut LLC's net assets of $24.4 million as of January 23, 2017. All contributions of PH LLC net assets were accounted for at their respective book values as the contribution was a transaction under common control.

The activities of PH LLC include but are not limited to:

- acting as the franchisor under existing U.S. franchise agreements;
- entering into new franchise agreements and other related agreements with U.S. franchisees; and
- maintaining one or more capital accounts and any funds on deposit therein.

The Company is required to maintain a minimum net worth of $15 million in order to qualify for the large franchisor exemption under certain state U.S. franchise registration laws. As of December 30, 2024, the Company had $67.3 million of net worth reflected as Member's equity within its Consolidated Balance Sheet.

The terms "franchise" or "franchisee" within these Consolidated Financial Statements are meant to describe third parties that operate units under either franchise or license agreements and PH LLC affiliated restaurants operating under franchise agreements.

(2) Summary of Significant Accounting Policies

(a) Principles of Consolidation and Basis of Presentation

The accompanying Consolidated Financial Statements have been prepared in accordance with Generally Accepted Accounting Principles in the United States of America ("GAAP") and include the accounts of the Company and its subsidiary PH LLC. Intercompany accounts and transactions have been eliminated in consolidation. The Company's Consolidated Financial Statements include the results of operations and cash flows of PH LLC for fifty-three weeks for 2024 and fifty-two weeks for 2023 and 2022.

The Company consolidates entities in which it has a controlling financial interest, the usual condition of which is ownership of a majority voting interest. The Company also considers for consolidation an entity, in which the Company has certain interests, where the controlling financial interest may be

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achieved through arrangements that do not involve voting interests. Such an entity, known as a variable interest entity ("VIE"), is required to be consolidated by its primary beneficiary. The primary beneficiary is the entity that possesses the power to direct the activities of the VIE that most significantly impact its economic performance and has the obligation to absorb losses or the right to receive benefits from the VIE that are significant to it.

The Company's most significant variable interests are in certain entities that operate restaurants under PH LLC's franchise arrangements. The Company does not typically provide significant financial support such as loans or guarantees to Pizza Hut franchisees. As our franchise arrangements provide our franchisee entities the power to direct the activities that most significantly impact their economic performance, neither the Company nor PH LLC consider themselves the primary beneficiary of any such entity that might otherwise be considered a VIE. Additionally, neither the Company, nor PH LLC have an equity interest in any of our Pizza Hut franchisee businesses.

PH LLC and the International Pizza Hut Franchise Holder Association ("IPHFHA"), a third-party franchise association, manage an advertising cooperative ("AdCom") that collects and administers funds contributed for use in advertising and promotional programs designed to increase sales and enhance the reputation of the Company, PH LLC, and its franchisees. AdCom's assets and liabilities are included within the Company's Consolidated Balance Sheet due to PH LLC having voting control over AdCom's advertising and promotional program spending. Contributions to AdCom are required for all system restaurants and are based on a percentage of restaurant sales. Advertising cooperative assets, consisting primarily of cash received from the Company and franchisees and accounts receivable from franchisees, can only be used to settle AdCom's advertising, promotional program-related and other obligations. Advertising cooperative liabilities represent the corresponding obligation arising from the receipt of the contributions to purchase advertising and promotional programs and outstanding balances, if any, under the line of credit. See Note 2(j) for classification of franchise contributions to AdCom.

Digico LLC is an affiliate of the Company and a wholly owned subsidiary of YUM, that provides digital and e-commerce services to Pizza Hut restaurants. Digico LLC is not consolidated by the Company as neither the Company nor PH LLC have a controlling financial interest in Digico LLC..

QuikOrder, LLC is an affiliate of the Company and a wholly owned subsidiary of YUM, that provides online ordering technology services to the system. QuikOrder, LLC, which was acquired by YUM on December 24, 2018, is not consolidated by the Company as neither the Company nor PH LLC have a controlling financial interest in QuikOrder, LLC.

In 2020, PH LLC executed an Assignment and Assumption Agreement (the "Agreement") with Pizza Hut Connect, LLC ("PH Connect"), an affiliate of the Company and a wholly owned subsidiary of YUM that was established concurrent with YUM's acquisition of QuikOrder, LLC.

Under the Agreement, effective as of the end of fiscal 2019, PH LLC assigned its rights, titles, interests and obligations related to certain restaurant-level technology services provided to our franchisees and related digital and technology third party contracts to PH Connect.

(b) Reclassifications

The Company has reclassified certain items in the Consolidated Financial Statements for prior periods to be comparable with the classification for the fiscal year ended December 30, 2024. These reclassifications had no effect on previously reported Net Income.

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(c) Use of Estimates

The preparation of the accompanying Consolidated Financial Statements in conformity with GAAP requires management to make estimates and assumptions that affect reported amounts of assets and liabilities, disclosures of contingent assets and liabilities at the date of the Consolidated Financial Statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from these estimates.

(d) Fiscal Year

The Company and PH LLC both operate using fifty-two week fiscal calendars that end on the Monday preceding YUM's fiscal year end. YUM's fiscal year begins on January 1 and ends December 31 of each year. As a result, there is a 53rd week added to the Company's and PH LLC's fiscal calendars every five to six years. Fiscal year 2024 included fifty-three weeks which added $5.5 million to Total Revenue and $4.0 million to Net Income in our 2024 Consolidated Statement of Income. The next fiscal year scheduled to include a 53rd week is 2030.

(e) Cash, Restricted Cash and Restricted Cash Equivalents

Cash was $0.4 million as of both December 30, 2024 and December 25, 2023. Restricted cash and restricted cash equivalents consisted of advertising dues collected from franchisees required to be spent on advertising expenses and was $16.0 million and $23.4 million as of December 30, 2024 and December 25, 2023, respectively. Restricted cash equivalents represent funds we have temporarily invested (with original maturities not exceeding three months), including short-term, highly liquid debt securities. The cash balance exceeded the amount federally insured as of December 30, 2024. The Company has not experienced losses in such account, and credit loss risks are believed to be largely mitigated by utilizing a major financial institution.

(f) Accounts Receivable

The Company's receivables are primarily generated from ongoing business relationships with our franchisees as a result of franchise agreements, including sales-based franchise contributions due to AdCom. These receivables from franchisees are generally due within 30 days of the period in which the corresponding sales occur and are classified as Accounts and notes receivable, net on our Consolidated Balance Sheet and are presented net of allowance for doubtful accounts. Expected credit losses for uncollectible franchisee receivable balances consider both current conditions and reasonable and supportable forecasts of future conditions. Current conditions we consider include pre-defined aging criteria as well as specified events that indicate the Company may not collect the balance due. Reasonable and supportable forecasts used in determining the probability of future collection consider publicly available data regarding default probability. While we use the best information available in making our determination, the ultimate recovery of recorded receivables is dependent upon future economic events and other conditions that may be beyond our control. Receivables that are ultimately deemed to be uncollectible, and for which collection efforts have been exhausted, are written off against the allowance for doubtful accounts.

The Company recorded net bad debt expense of $10.1 million in 2024, net bad debt recoveries of $0.9 million in 2023 and net bad debt expense of $1.3 million in 2022, within Franchise and license expenses related to franchise and license trade receivables. Receivables deemed uncollectible and written off against the allowance for doubtful accounts, net of any subsequent recoveries, were less than $0.1 million in 2024 and 2023, respectively.

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Additionally, we recorded net bad debt expense of $11.3 million, $0.1 million and $0.3 million in 2024, 2023 and 2022, respectively, within Franchise advertising and other services expense related to franchisee receivables due to AdCom. To the extent AdCom has a provision or recovery for bad debt expense, AdCom's spend obligation is adjusted such that there is no net impact within our Consolidated Financial Statements.

(g) Fair Value of Financial Instruments

As of December 30, 2024 and December 25, 2023, the carrying values of cash, restricted cash, restricted cash equivalents, accounts receivable and accounts payable approximated their fair values because of the short-term nature of these instruments.

(h) Software and Computer Equipment

PH LLC capitalizes application development stage internal use software costs, including internal payroll costs allocated to PH LLC (See Note 2(o)), that directly support restaurant-level technology services provided to franchisees. The useful lives of these assets range from three to seven years based on the length of time the asset is expected to contribute to the Company's Consolidated Cash Flows. Amortization is recorded in Franchise and license expenses. E-commerce and other digital technology services are provided by Digico LLC, an affiliate of the Company that is not consolidated by the Company as neither the Company nor PH LLC have a controlling financial interest in Digico LLC, and as such any related fees and expenses are excluded from these Consolidated Financial Statements.

(i) Revolving Line of Credit

In 2024, Adcom was a party to a Revolving Line of Credit (the "LOC") with a commercial bank permitting borrowings up to $30 million. As of December 30, 2024, the outstanding borrowings under the LOC agreement were zero.

(j) Revenue Recognition

The Company, through its subsidiary PH LLC, executes franchise agreements for restaurants operated by franchisees that set out the terms of the arrangement. These include third-party franchise agreements as well as a franchise agreement between PH LLC and Pizza Hut of America ("PHA"), an affiliate of the Company and a direct wholly-owned subsidiary of Pizza Hut Holdings, LLC, governing Pizza Hut restaurants operated by PHA. These agreements govern the fees franchisees are required to pay, including franchise initial fees, continuing fees based upon a percentage of sales, transfer fees, and technology fees.

Below is a discussion of how our revenues are earned, our accounting policies pertaining to revenue recognition under Accounting Standards Codification Topic 606, Revenue from Contracts with Customers ("Topic 606") and other required disclosures.

Franchise and License Revenues

Our most significant source of revenues arises from the operation of our Pizza Hut stores by our franchisees. Franchise rights are granted through a store-level franchise agreement that set out the terms of our arrangement with the franchisee. Our franchise agreements require that the franchisee remit continuing fees to us as a percentage of the applicable restaurant's sales in exchange for the license of the intellectual property associated with our Pizza Hut brand (the "franchise right"). Our franchise agreements also typically require certain, less significant, upfront franchise fees such as initial fees paid upon opening of a store, fees paid to renew the term of the franchise right and fees paid in the event the franchise agreement is transferred to another franchisee.

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Continuing fees represent the substantial majority of the consideration we receive under our franchise agreements. Continuing fees are typically billed and paid monthly and are usually 4% - 6% for store-level franchise agreements. Upfront franchise fees are typically billed and paid when a new franchise agreement becomes effective or when an existing agreement is transferred to another franchisee. The Company has determined that the services we provide in exchange for upfront franchise fees, which primarily relate to pre-opening support, are highly interrelated with the franchise right and are not individually distinct from the ongoing services we provide to our franchisees. As a result, upfront franchise fees are recognized as revenue over the term of each respective franchise agreement. Revenues for these upfront franchise fees are recognized on a straight-line basis, which is consistent with the franchisee's right to use and benefit from the intellectual property.

Franchise Contributions for Advertising and Other Services

Advertising Cooperatives

We have determined we act as a principal in the transactions entered into by AdCom based on our responsibility to define the nature of the goods or services provided and/or our commitment to pay for advertising services in advance of the related franchisee contributions. Additionally, we have determined the advertising services provided to franchisees are highly interrelated with the franchise right and therefore not distinct. Franchisees remit to AdCom a percentage of restaurant sales as consideration for providing the advertising services. As a result, revenues for advertising services are recognized when the related franchise restaurant sales occur based on the application of the sales-based royalty exception within Topic 606. Revenues for these services are typically billed and received on a monthly basis.

Other Goods or Services

On a much more limited basis, we provide goods or services to certain franchisees that are individually distinct from the franchise right because they do not require integration with other goods or services we provide. Such arrangements typically relate to technology, supply chain and quality assurance services. The extent to which we provide such goods or services varies by geographic region and, in some instances, franchisee. In instances where we rely on third parties to provide goods or services to franchisees at our direction, we have determined we act as a principal in these transactions and recognize related revenues as the goods or services are transferred to the franchisee.

(k) Franchise Support Costs

Certain direct costs of our franchise operations are charged to Franchise and license expenses. These costs include provisions for estimated uncollectible upfront and continuing fees, marketing funding on behalf of franchisees, amortization expense for franchise-related intangible assets and certain other direct incremental franchise support costs.

The costs we incur to provide support services to our franchisees for which we do not receive a reimbursement are charged to General and administrative expenses ("G&A") as incurred. Expenses related to the provisioning of goods or services for which we receive reimbursement for all or substantially all of the expense amount from a franchisee are recorded in Franchise advertising and other services expense (the associated revenue is recorded within Franchise contributions for advertising and other services as described above). The majority of these expenses relate to advertising and are incurred on behalf of franchisees by AdCom.

We incur advertising expense as a result of our obligation to spend franchisee contributions to AdCom (see above for our accounting for these contributions) and are recorded within Franchise advertising

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and other services expense. At the end of each fiscal year additional advertising costs are accrued to the extent advertising revenues exceed the related advertising expense to date, as we are obligated to expend such amounts on advertising. For such expenses that do not relate to advertising the expenses are recognized as incurred.

(l) Franchise Incentives

From time-to-time we provide consideration to franchisees in the form of cash (e.g. cash payments to offset new build costs) or other incentives (e.g. free or subsidized equipment) with the intent to drive new unit development or same-store sales growth that will result in higher future revenues for the Company. Such payments are capitalized and presented as Franchise incentives in the accompanying Consolidated Financial Statements. These assets are being amortized as a reduction in Franchise and license revenues over the period of expected cash flows from the franchise agreements to which the payment relates. Total additions to franchise incentives were $2.3 million, $4.4 million and $2.7 million in 2024, 2023 and 2022, respectively.

(m) Contract Liabilities

Our contract liabilities are comprised of unamortized upfront fees received from franchisees and are presented within Deferred franchise fees on our Consolidated Balance Sheet. The deferred franchise fees balance was $8.0 million and $9.9 million as of December 30, 2024 and December 25, 2023, respectively. These deferred franchise fees include $1.6 million and $1.9 million for the fiscal years ended December 30, 2024 and December 25, 2023, respectively, of upfront fee deposits paid to the Company associated with new franchise contracts for stores not yet opened.

(n) Income Taxes

Both the Company and its subsidiary PH LLC were formed as single-member LLCs that are disregarded for income tax purposes and are not subject to U.S. federal and state income taxes. The income of the Company is taxed and attributable to income tax filings of YUM. Therefore, no current or deferred U.S. income taxes have been recorded in the accompanying Consolidated Financial Statements.

(o) Related Party Transactions and Cost Allocations

Neither the Company nor its subsidiary, PH LLC, have employees. As such, all resources necessary to maintain support and grow PH LLC assets, including its intellectual property, are provided by PHA, an affiliate of the Company that owns certain Pizza Hut restaurants and real estate and employs the vast majority of employees that provide services to PHA, the Company, and PH LLC. While there is not a management services agreement executed between PHA and the Company or PH LLC, all expenses incurred and assets and liabilities created by PHA, except for those directly related to PHA for which neither the Company nor PH LLC has an interest such as restaurants and real estate, have been allocated to, and are included in, the Company's Consolidated Financial Statements. No other costs, including any costs incurred by YUM, have been allocated to these Consolidated Financial Statements. See Note 4 for details on the Company's consolidated Total costs and expenses, which include those allocated from PHA.

Royalties between PHA and PH LLC (See Note 2(j)) are reflected as Due from affiliate on the Company's Consolidated Balance Sheet. The Company and PH LLC settle cash on a daily basis with YUM except for restricted cash and restricted cash equivalents discussed in Note 2(e). The Due from Yum! Brands, Inc. within the Consolidated Statements of Member's Equity represents the cash swept

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by YUM that is expected to be settled as a noncash distribution of the Company's consolidated excess earnings.

(3) Member's Equity

The Company is authorized to issue a single Class of limited liability interest. As the Company's sole member, Pizza Hut Holdings, LLC made contributions to the Company of $15 million on November 30, 2016 and $3 million on January 23, 2017. Because the Company has satisfied the $15 million net worth requirement, $18 million was returned to Pizza Hut Holdings, LLC in 2018.

The Due from Yum! Brands, Inc. discussed in Note 2(o) is presented in Member's equity as these amounts are expected to be settled as a noncash distribution of the Company's consolidated excess earnings.

(4) Total Costs and Expenses

Costs directly related to providing franchise services are classified as Franchise and license expenses, and all other costs are classified as G&A expenses.

A summary of these costs is noted below, which include amounts allocated from PHA. See Note 2(o):

	2024	2023	2022
General and administrative expenses:			
Personnel	$ 40,721	$ 39,680	$ 44,120
Professional and legal	7,965	6,525	7,274
Travel and expense	1,601	1,529	1,389
Depreciation and software amortization	378	504	521
Software license and fees	287	298	156
Other	6,338	6,102	5,089
Total general and administrative expenses	$ 57,290	$ 54,638	$ 58,549
Franchise and license expenses:			
Discretionary marketing - other	$ 906	$ 1,378	$ 1,400
Customer experience and insights	1,119	1,119	1,119
Food safety	3,668	3,873	3,402
Bad debt	10,145	(895)	1,302
Other	1,289	1,228	1,297
Total franchise and license expenses	$ 17,127	$ 6,703	$ 8,520
Franchise advertising and other services expense:			
Advertising expense	$ 228,500	$ 244,560	$ 247,399
Bad debt	11,313	108	266
Overflow call center support	361	4,990	5,680
Other	819	803	650
Total franchise advertising and other services expense	$ 240,993	$ 250,461	$ 253,995

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(5) Subsequent Events

The Company has evaluated subsequent events occurring through March 25, 2025, the issuance date of the accompanying Consolidated Financial Statements and related notes thereto and determined no items to disclose.

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GUARANTY OF PERFORMANCE

For value received, **Pizza Hut Guarantor, LLC**, a Delaware limited liability company located at **7100 Corporate Drive, Plano, Texas 75024** (the "Guarantor"), absolutely and unconditionally guarantees the performance by **Pizza Hut, LLC**, a Delaware limited liability company, located at **7100 Corporate Drive, Plano, Texas 75024** (the "Franchisor"), of all of the obligations of Franchisor in accordance with the terms and conditions of the franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its 2025 Franchise Disclosure Document, as it may be amended, and as that Franchise Agreement may be entered into with franchisees as amended, modified or extended from time to time. This guaranty continues in full force and effect until all obligations of the Franchisor under its franchise registrations and Franchise Agreements are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever first occurs. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive notice of Franchisor's default. This guaranty is binding on the Guarantor and its successors and assignees.

The Guarantor signs this guaranty at Plano, Texas on the 25 day of March, 2025.

GUARANTOR:

PIZZA HUT GUARANTOR, LLC

By: Katie Dinett

Name: Katie Dinett

Title: Secretary

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EXHIBIT J

YUM LENDING ASSISTANCE FOR QUALIFIED FRANCHISEE APPLICANTS

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_____, _____

LETTER AGREEMENT

[Bank

Address

Address]

[Franchisee

Address

Address]

[Brand/Yum

Address

Address]

Ladies and Gentlemen:

Reference is made to (a) that certain Guaranty Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified, the "Guaranty"), made by [Brand/Yum] (together with its successors, the "Guarantor"), in favor of [Bank] (together with its successors, the "Lender") for the benefit of [Franchisee] (the "Borrower"); (b) that certain Loan Agreement, dated as of _____, _____, (as amended, supplemented or otherwise modified, the "Loan Agreement"), by and between the Lender, the Borrower and [Franchisee Guarantors] (the "Franchisee Guarantors"); (c) the Franchise Agreement(s) (each as amended, supplemented or otherwise modified, a "Franchise Agreement"), executed or to be executed by and between [Brand/Yum] and the Borrower for the operation of [Number] [Brand] restaurants (the "Restaurants"). Capitalized terms used herein and not otherwise defined herein shall have the

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respective meanings ascribed to them in the Guaranty, the Loan Agreement or the Franchise Agreement, as applicable. For purposes of this Letter Agreement, the term "Affiliate" shall mean, with respect to any person or entity, any other person or entity that directly or indirectly controls, is controlled by, or is under common control with, such first person or entity.

1. The Borrower and each Franchisee Guarantor each represent and warrant as to the following:

(a) the Borrower is a [state of formation] [corporation/LLC] duly formed, validly existing and in good standing under the laws of the state of its formation and has full power and authority to execute, deliver and perform this Letter Agreement, the Loan Agreement and any other related document, as applicable. The Borrower is duly qualified to do business and is in good standing as a foreign limited liability company or a foreign corporation, as applicable, in each jurisdiction in which one or more Restaurants are located. The Borrower is a single purpose entity, the primary purpose of which is to own, operate and develop [Brand] Restaurants;

(b) each of the Borrower and each Franchisee Guarantor has the requisite power and authority to execute, deliver and perform its obligations under this Letter Agreement, the Loan Agreement, the Franchisee Guaranty (as defined below) and any other related document, as applicable. The execution, delivery and performance by the Borrower and each Franchisee Guarantor of this Letter Agreement and all other documents and instruments executed and delivered by the Borrower and each Franchisee Guarantor relating to this Letter Agreement have been duly authorized by all necessary corporate or other similar action. This Letter Agreement and all other documents and instruments executed and delivered by the Borrower and each Franchisee Guarantor relating to this Letter Agreement constitute valid and binding obligations of the Borrower and each Franchisee Guarantor and are enforceable against the Borrower and each Franchisee Guarantor in accordance with their terms, except as enforcement thereof may be limited by the effect of bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium and other similar laws affecting the rights and remedies of creditors, and the effects of general principles of equity, whether applied by a court of law or equity;

(c) the Borrower is not in default under any debt instrument, supply agreement or other material agreement. Neither the Borrower nor any of its Affiliates is in breach of any term of any franchise, license or other agreements with the Guarantor, its Affiliates or any Yum! Brands Concept nor does there exist any condition or conditions that, with the giving of notice, the passage of time, or both, would result in a default thereunder; and

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(d) neither the Borrower nor any Franchisee Guarantor have knowledge of any existing default or breach by the Guarantor, or any Yum! Brands Concept under the terms of any contract to which they are party or any other claim for liability or damages against the Guarantor, or any Yum! Brands Concept.

2. The Borrower and each Franchisee Guarantor, as applicable, covenant to the following:

(a) the sole legal purpose of the Borrower will be to acquire, operate and own [Brand] restaurants. The Borrower will not own interests of any kind in any other business of any kind unless it first obtains the express written consent of the Guarantor;

(b) each Franchisee Guarantor shall execute and deliver, and the Borrower shall cause each Franchisee Guarantor to execute and deliver, to the Guarantor at or prior to _____, _____, or at any time after _____, _____, that any person becomes a Franchisee Guarantor, a guaranty substantially in the form of Exhibit A hereto (the "Franchisee Guaranty"), pursuant to which, among other things, each Franchisee Guarantor shall guarantee the obligations of the Borrower hereunder. Whenever this Letter Agreement requires the Borrower to take any action, such requirement shall be deemed to include an undertaking on the part of each Franchisee Guarantor to cause the Borrower to take such action;

(c) the Borrower shall not, without the prior written consent of the Guarantor, refinance or restructure (including entering into a sale-leaseback arrangement) any portion of the Borrower's debt or equity incurred in connection with the Loan Agreement;

(d) the Borrower shall provide the Guarantor with an annual audited profit and loss statement, an annual statement of cash flows and a consolidated balance sheet within ninety (90) days after the end of each of the Borrower's fiscal years. All financial reporting referred to in this subsection shall be prepared in accordance with United States generally accepted accounting principles consistently applied and shall be certified by the president or principal financial officer of the Borrower;

(e) each Franchisee Guarantor shall provide the Guarantor with annual financial statements of such Franchisee Guarantor within ninety (90) days after the end of each calendar year. All financial statements referred to in this subsection shall be prepared in accordance with United States generally accepted accounting principles consistently applied;

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(f) the Borrower shall provide the Guarantor with quarterly business reports in a form reasonably required by the Guarantor, which shall include current loan balance information;

(g) the Borrower shall promptly and faithfully comply with, conform to and obey all present and future laws, ordinances, rules, regulations and all other legal requirements applicable to the Borrower and the Restaurants;

(h) the Borrower shall not dissolve, liquidate or consolidate with or otherwise acquire all or substantially all of the assets or properties of any other entity;

(i) no Franchisee Guarantor may sell, lease, transfer, encumber or otherwise dispose of any of its respective rights or interests in the Borrower without the prior written consent of the Guarantor;

(j) the Borrower shall maintain and keep all of the Borrower's properties and assets in good working order and condition and make all necessary and proper repairs and replacements;

(k) the Borrower shall abide by the terms of the Franchise Agreement, the Loan Agreement, this Letter Agreement and any other related document to which it is a party;

(l) the Borrower shall report immediately to the Guarantor the occurrence of any incident at or concerning the Restaurants or the business conducted there which is, or is likely to become, the subject of publicity through the news media or otherwise. The Borrower and the Franchisee Guarantors hereby acknowledge that the Guarantor alone is authorized to speak or make statements, public or private, on behalf of the [Brand] brand or the [Brand] system, and the Borrower and the Franchisee Guarantors shall in every instance consult and coordinate with the Guarantor in advance of communicating with the media or of creating publicity for the [Brand] brand or [Brand] system outside the normal course of business; and

(m) the Borrower hereby agrees to provide written notice to the Lender and the Guarantor, within three (3) calendar days of the occurrence of any of the following events; provided, however, that failure by the Borrower to notify the Lender and/or the Guarantor will not affect the Lender's or the Guarantor's obligations under the Loan Agreement or the Guaranty, respectively:

(i) upon any payment of principal, interest or fees relating to any Loans (as defined in the Guaranty) becoming more than thirty (30) days past due;

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(ii) upon any Payment Default (as defined in the Guaranty);

(iii) upon notice of Lender taking any actions to enforce the Lender's rights under the Loan Agreement or any collateral or other documents related thereto, including, without limitation, acceleration of any Loan or foreclosure on any collateral securing any Loan;

(iv) upon any action or proceeding instituted or threatened by or against the Borrower or any Franchisee Guarantor in any federal or state court or by any commission or other regulatory body, whether federal, state or local, or of any proceedings threatened against the Borrower or any Franchisee Guarantor in writing, which, if determined adversely, could reasonably be expected to have a material adverse effect on the business, operations, properties, assets or the condition, financial or otherwise of the Borrower; and

(v) upon a default, event of default or any condition or conditions that, with the giving of notice, the passage of time, or both, would result in a default or event of default, under the Loan Agreement or any other related document, including but not limited to adverse health department inspections.

In each case such notice will include, in reasonable detail, a description of the event or events that prompted the notice and the action which the Borrower proposes to take with respect thereto.

3. The Lender hereby agrees to provide prompt notice to the Guarantor, in accordance with the notice provisions set forth in Section 9 of the Guaranty, in each of the following instances regardless of whether the Guarantor has previously paid to Lender the Maximum Guaranteed Amount; provided, however, that failure by the Lender to notify the Guarantor will not affect Guarantor's obligations under the Guaranty:

(a) upon any payment of principal, interest or fees relating to any Loan becoming more than 30 days past due;

(b) upon any Payment Default (as defined in the Guaranty); and

(c) at least ten (10) Business Days prior to taking any actions to enforce the Lender's rights under the Loan Agreement or any collateral or other documents related thereto, including, without limitation, acceleration of any Loan or foreclosure on any collateral securing any Loan.

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4. If any payment of principal, interest or fees under the Loan Agreement or any related document has become more than thirty (30) days past due, the Guarantor shall have the right, in its sole discretion and regardless of whether the Guarantor has previously paid to Lender the Maximum Guaranteed Amount, to purchase from the Lender the outstanding obligations owing to the Lender by the Borrower under the Loan Agreement and related documents in accordance with the terms hereof (the "Purchase Option"), for a cash purchase price equal to the sum of the outstanding principal balance of the Loans plus accrued and unpaid interest thereon and fees related thereto at the non-default rate of interest plus all other outstanding obligations other than interest at the default rate (the "Purchase Option Price"). Guarantor shall provide written notice to the Lender of any election to exercise the Purchase Option. Following such notice, the Lender and the Guarantor will negotiate in good faith, and then execute and deliver assignments of the Loans and all related guarantees and collateral documents, in forms appropriate to the laws which govern such documents. Any such assignments by the Lender shall be without recourse to, or warranty by, the Lender, except that the Lender shall warrant to the Guarantor (i) as to the outstanding amounts of principal, interest, fees and other amounts relating to the Loans which are being assigned under the Purchase Option, (ii) that the Lender is the owner of such Loans subject to the Purchase Option and other amounts free and clear of any liens, security interests, encumbrances or any other interests of any third parties, (iii) that the Lender has all necessary power and authority to sell such Loans in connection with the Purchase Option and to enter into the applicable assignments of the Loans and related guarantees and collateral documents and any related documents, and (iv) that the Lender has not modified, exchanged, waived, subordinated or released any security, collateral or other guaranty for the payment of the Guaranteed Obligations without the prior written consent of the Guarantor in accordance with Section 6 hereof. After such assignments of the Loans in connection with the Purchase Option, the assignment of all related guarantees and collateral documents, and the indefeasible payment in full of the Purchase Option Price, the Lender shall not maintain any lien or encumbrance on any collateral securing the Loans.

5. Without limiting the provisions of Section 4 above, the Guarantor shall have the right, in its sole discretion, to purchase from the Lender any payment or payments from time to time owing to the Lender by the Borrower under the Loan Agreement (the "Partial Purchase Option") at any time after such payment has been past due for at least thirty (30) days (the "Partial Purchase Option Trigger"), for a cash purchase price equal to the amount of such payment which is due and unpaid (the "Partial Purchase Option Price"). Unless such purchase of a payment is made following a Notice of Demand given by the Lender to the Guarantor in respect of such payment in accordance with Section 1 of the Guaranty, such purchase by the Guarantor shall not be deemed to be a payment by the Guarantor under the Guaranty and shall not reduce the Guarantor's obligations under the Guaranty. If the Guarantor elects to exercise its Partial Purchase Option under this Section 5, it will give written notice to the Lender of such election and the Guarantor and the Lender will negotiate in good faith, and will execute a form of assignment in

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respect of such payment. Any such assignments by the Lender shall be without recourse to, or warranty by, the Lender, except that the Lender shall warrant to the Guarantor (i) as to the type (whether principal, interest, fees or other costs relating to the Loans) of the payments being assigned under the Partial Purchase Option, (ii) that the Lender has a right to receive such payments being assigned under the Partial Purchase Option, and such rights to receive such payments are free and clear of any liens, security interests, encumbrances or any other interests of any third parties, and (iii) that the Lender has all necessary power and authority to assign such payments under the Partial Purchase Option and to enter into the applicable assignments of the payments subject to the Partial Purchase Option. The Borrower and each Franchisee Guarantor shall cooperate in good faith with respect to any such assignments in connection with Partial Purchase Options. The Guarantor's rights against the Borrower in respect of any such assigned payment under a Partial Purchase Option shall be waived and postponed to the rights of the Lender in respect of any amounts payable under the Loan Agreement which are not assigned to the Guarantor to the same extent as is set forth in the proviso to Section 13 of the Guaranty.

6. The Lender shall not modify, exchange, waive, subordinate or release any security, collateral or other guaranty for the payment of any Guaranteed Obligations without the prior written consent of the Guarantor (such consent not to be unreasonably withheld).

7. The Borrower and each Franchisee Guarantor hereby agree jointly and severally to reimburse the Guarantor for any and all payments paid by the Guarantor to the Lender under the Guaranty, including, without limitation, all costs and expenses paid pursuant to Section 10 of the Guaranty; provided that such rights of the Guarantor to such reimbursement shall be subordinate to the rights to payment of the Lender under the Loan Agreement, and postponed until the Lender has been paid in full for all amounts owing to it under the Loan Agreement; provided, however, that such subordination shall not apply to any rights of the Guarantor or any of its Affiliates under any Franchise Agreement, including any rights to payment, fees or other amounts under any such Franchise Agreement. Further, each Franchisee Guarantor acknowledges and agrees that any rights of subrogation it may have with respect to any payments by it to the Lender under the Loan Agreement or any other related document, shall be subordinate to the rights to payment of the Lender and to the rights to reimbursement of the Guarantor (as set forth in this Section 7), and shall be postponed until the Lender and the Guarantor have each been paid in full for all amounts owing to each such party under the Loan Agreement, the Guaranty or any other related document.

8. The Borrower and each Franchisee Guarantor shall, jointly and severally, indemnify, defend and hold harmless the Guarantor and its respective officers, shareholders, directors, employees and Affiliates from and against any claim, liability, loss, damage, cost or expense (including court costs and reasonable attorneys' fees and expenses) arising from: (i) Borrower's ownership or operation of the Restaurants; (ii) any material misrepresentation, breach of warranty or non-fulfillment of any covenant or agreement on the part of the Borrower or any

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Franchisee Guarantor under this Letter Agreement or from any material misrepresentation in or omission from any instrument of the Borrower or any Franchisee Guarantor furnished to the Guarantor pursuant to this Letter Agreement; and/or (iii) the enforcement and protection of the rights of the Guarantor under this Letter Agreement, the Guaranty, the Franchise Agreements and any other related document, as applicable; provided that such rights of the Guarantor to any such indemnification and/or reimbursement of costs or expenses shall be subordinate to the rights to payment of the Lender under the Loan Agreement, and postponed until the Lender has been paid in full for all amounts owing to it under the Loan Agreement; provided, however, that such subordination shall not apply to any rights of the Guarantor or any of its Affiliates under any Franchise Agreement, including any rights to payment, fees or other amounts under any such Franchise Agreement.

9. The Lender, the Borrower and each Franchisee Guarantor each acknowledge and agree that, in accordance with the Guarantor's long-standing policy, the Guarantor will not permit the encumbrance of any direct or indirect beneficial or legal ownership interest in (i) the Borrower (except for the ownership interest of any Franchisee Guarantor), (ii) the Franchise Agreement, or (iii) any rights licensed to the Borrower by the Guarantor or any of its Affiliates (including, without limitation, intellectual property rights). Subject to the terms of this Letter Agreement, however, the Guarantor will permit the Lender to cure any monetary defaults by the Borrower under the Franchise Agreement; provided the Lender cures any such monetary defaults within the time provided under the Franchise Agreement and applicable law, if any. Notwithstanding the foregoing, nothing in this Letter Agreement shall be construed to limit, in any way, the Guarantor's rights under the Franchise Agreement, including relating to the transfer or disposition of the Franchise Agreement.

10. The Lender agrees that if, at any time after a default under the Loan Agreement, the Lender elects to transfer any owned properties or any lease or sublease related to any Restaurant to a third party for any use other than as a [Brand] restaurant, in addition to the requirements of Section 6 hereof, the Guarantor will have a prior right to acquire the affected properties on the same terms and conditions as those agreed to between the Lender and the third party. If the Lender reaches agreement with a third party regarding transfer, the Lender shall notify the Guarantor in a writing that describes the location of the property, the interest proposed to be transferred, and the terms of the transfer. Within thirty (30) days after receipt of the written notice from the Lender, the Guarantor may elect, in its sole discretion, to acquire the affected properties on the same terms agreed upon between the Lender and the third party.

11. Any breach by Borrower or failure by Borrower to comply with this Letter Agreement shall constitute a default under the Franchise Agreements for all the Restaurants.

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12. Any notices and demands under this Letter Agreement shall be in writing and delivered to the intended party by hand-delivery or overnight courier service, mailed by certified or registered mail, or sent by e-mail, as follows:

(a) if to the Guarantor, in accordance with Section 9 of the Guaranty;

(b) if to the Lender, in accordance with Section 9 of the Guaranty;

(c) [if to the Borrower, address, e-mail address; and

(d) if to a Franchisee Guarantor, address, e-mail address;]

13. The validity, interpretation and enforcement of this Letter Agreement and any dispute arising hereunder, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York and further excluding any application of the New York Franchise Act if said statute would not by its terms otherwise apply.

14. The parties hereto hereby irrevocably consent and submit to the non-exclusive jurisdiction of the courts of the Supreme Court of the State of New York for the County of New York and the United States District Court for the Southern District of New York, and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Letter Agreement or any of the other [Loan Documents] or in any way connected with or related or incidental to the dealings of the Guarantor and the Lender in respect of this Letter Agreement or any of the other [Loan Documents] or the transactions related hereto or thereto, in each case whether now existing or hereafter arising and whether in contract, tort, equity or otherwise, and agrees that any dispute with respect to any such matters shall be heard only in the courts described above.

15. Each of the parties hereto hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails or by service upon such party in any other manner provided under the rules of any such courts.

16. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY THAT SUCH PARTY MAY HAVE IN ANY ACTION OR PROCEEDING, IN LAW OR IN EQUITY, IN CONNECTION WITH THIS LETTER AGREEMENT OR ANY GUARANTEED OBLIGATIONS.

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17. This Letter Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Letter Agreement. Delivery of an executed counterpart of this Letter Agreement by an electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Letter Agreement. Any party delivering an executed counterpart of this Letter Agreement by an electronic method of transmission also shall deliver an original executed counterpart of this Letter Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Letter Agreement.

18. If one or more provisions of this Letter Agreement shall be held to be invalid, illegal or unenforceable under applicable law, the parties agree that the remainder of this Letter Agreement will remain valid and enforceable to the fullest extent permitted by law, and such term or condition shall be reformed to achieve as nearly as possible the same effect as the original term.

19. Guarantor may not assign this Letter Agreement (including without limitation any of its respective rights or obligations hereunder) without the prior written consent of Lender, such consent not to be unreasonably withheld. Lender may only assign this Letter Agreement subject to the terms of Section 14 of the Guaranty. Neither the Borrower nor any Franchisee Guarantor may assign this Letter Agreement (including without limitation any of their respective rights or obligations hereunder) without the prior written consent of each of Lender and Guarantor. Any assignment that does not comply with the terms of this Section 19 shall be deemed null and void and of no force or effect. This Letter Agreement shall be binding upon and inure to the benefit of each party hereto and their respective successors and permitted assigns.

20. No waiver by any party of any breach or default under this Letter Agreement or any related agreements shall be deemed a waiver of any subsequent or other breach or default. Except as otherwise provided herein, a party to this Letter Agreement may waive a provision of this Letter Agreement or consent to any departure from the provisions of this Letter Agreement only by written notice to the other parties. Except as expressly provided otherwise herein, this Letter Agreement may not be amended except in writing, signed by all parties hereto, and any attempt at oral modifications of this Letter Agreement shall be void and of no effect.

Please confirm your agreement with the foregoing by executing this Letter Agreement and returning it to us.

Sincerely,

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[Brand/Yum],

as Guarantor

By: _____

Name:

Title:

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Acknowledged and agreed as of the date set forth above:

[BANK],

as Lender

By: _____

Name:

Title:

Acknowledged and agreed as of the date set forth above:

BY: [FRANCHISEE]

as Borrower

By: _____

Name:

Title:

Acknowledged and agreed as of the date set forth above:

[FRANCHISEE GUARANTORS]

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Exhibit A

[Franchisee Guaranty]

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EXHIBIT K

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https://yumnow.yum.com/wps/wcm/myconnect/yum/846914c3-1e85-4ecf-944c-29098aefaae3/Global_Media_Relations_Policy_and+_Social_Media_Code_May_2019.pdf

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https://hutlinkcontent.yum.com/web/hutlink/network-connectivity
https://hutlinkcontent.yum.com/web/hutlink/hardware-services
https://hutlinkcontent.yum.com/web/hutlink/polling-vendor-contacts?p_l_back_url=%2Fweb%2Fhutlink%2Fsearch%3Fp_p_lifecycle%3D0%26p_p_mode%3Dview%26_com_liferay_portal_search_web_search_results_portlet_SearchResultsPortlet_mvcPath%3D%252Fview_content.jsp%26_com_liferay_portal_search_web_search_results_portlet_SearchResultsPortlet_assetEntryId%3D858368%26_com_liferay_portal_search_web_search_results_portlet_SearchResultsPortlet_type%3Dwiki%26p_l_back_url%3D%252Fweb%252Fhutlink%252Fsearch%253Fq%253Dself-service%252Btoolkit%26q%3Dpolling%2Bvendors
https://hutlink.yum.com/contacts

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EXHIBIT L

DRAGONTAIL ADOPTION AGREEMENT

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Dragontail systems

Exhibit L
Franchisee Adoption Agreement

By executing this ADOPTION AGREEMENT (this "**Agreement**") effective this _____ day of _____, 20__, the undersigned franchisee, licensee or joint venture ("**Franchisee**") of the affiliates of Pizza Hut Connect, LLC and Pizza Hut, LLC (collectively, "**Pizza Hut**") agrees to be bound by the terms and conditions of the Master Services Agreement between Pizza Hut and Dragontail Systems Ltd. ("**Supplier**"), dated June 1, 2022 (the "**Master Services Agreement**"), and to be bound to the terms and conditions of the Statement of Work ("**SOW**") between Pizza Hut and Supplier, dated June 1, 2022 with respect to the Dragontail Algo Solution (the "**System**"). Franchisee agrees to roll out and go live with the System as soon as reasonably practicable in accordance with the deployment plan and schedule provided by Pizza Hut and agreed to by Franchisee reasonably in advance of the proposed implementation; provided, however, that Franchisee cannot unreasonably withhold consent to the deployment plan and schedule provided by Pizza Hut so long as such deployment plan is consistent in all material respects with the deployment plan set forth in Section 3 of the SOW.

Amendment to SUS Agreement:

Certain relevant components of the System shall replace comparable components currently being provided by the Pizza Hut Operating Systems ("**PHOS**"). Specifically, the kitchen display (KMX) and dispatching for delivery orders capabilities currently provided by Pizza Hut pursuant to the PHOS Functional Specifications outlined in Addendum A of the SUS/FMS License and Support Agreement between Franchisee (or Franchisee's affiliate) and Pizza Hut (the "**SUS Agreement**") shall be replaced by the System kitchen display and dispatching for delivery orders capabilities set forth in this Agreement and the SOW. This Agreement amends the SUS Agreement to remove such services from the PHOS Functional Specifications outlined in Addendum A of the SUS Agreement and to incorporate the services reflected in this Agreement and the SOW in Addendum A of the SUS Agreement.

Master Services Agreement:

Supplier agrees to perform all services provided to Franchisee in connection with the System, and Supplier's other obligations, in accordance with terms and conditions the Master Services Agreement entered into by and between Supplier and Pizza Hut Connect, LLC (as "Customer"), including all addendums thereto, the deployment plan mutually agreed upon by the Franchisee, Pizza Hut, and Supplier (including with respect to restaurant prioritization), and Franchisee shall be entitled to receive the benefits and to exercise its rights (including the limitations of liability set forth in Section 14 of the Master Services Agreement (other than clause (I) of Section 14.2 of the Master Services Agreement, which does not apply to the Franchisee, notwithstanding anything to the contrary set forth in this Agreement or the Master Services Agreement), and the rights set forth in Sections 18.9 and 18.10 of the Master Services Agreement and to seek indemnification for breach by Supplier of any such terms and conditions in accordance with Section 13 of the Master Services Agreement.

Pricing:

The One-time Installation Fee and the Monthly Fee(s) shall be collectively referred to as the "**DT Fees**".

1. Early Adopters (Pre-June 30, 2022 Sign-Up)

   If Franchisee executes this Agreement by June 30, 2022 to launch the System as soon as reasonably practicable, but in no event later than March 31, 2023 (and subject to Franchisee's consent to the System deployment plan provided by Pizza Hut to Franchisee for review and comment reasonably in

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Dragontail systems

advance of the proposed implementation), Franchisee will receive the following pricing:

i. One-time Installation Fee: $160 per store
ii. Monthly Fee:
- $0 per store per month for first three (3) months
- $45 per store per month for months four (4) through six (6)
- $75 per store per month in months seven (7) onwards **subject to Scale Pricing threshold below*

2. Other Participants (Post-June 30, 2022 Sign-Up)

If Franchisee executes this Agreement after June 30, 2022 to launch the System as soon as reasonably practicable, Franchisee will receive the following pricing:

i. One-time Installation Fee: $240 per store
ii. Monthly Fee: $75 per store per month **subject to Scale Pricing threshold below*

For the avoidance of doubt, a store is deemed to be "installed" only if the installation of the System (including the related cloud component) was successfully performed by Supplier in accordance with the deployment plan consented to by the Franchisee, and the installation procedures mutually agreed upon by Supplier and Pizza Hut, and the corresponding testing, validation, and the required cutover were successfully performed with respect to the installation of the System (including the cloud component) for the applicable store.

3. **Scale Pricing:** The ongoing monthly price for the Customer System will be $75 per store per month ("**Scale Pricing**") through at least June 30, 2024, so long as: (1) 3,584 stores have signed Franchisee Adoption Agreements with Supplier by December 26, 2022 to launch the System as soon as reasonably practicable in accordance with Pizza Hut's roll-out schedule; (2) 2,650 stores are actually live with the System by March 31, 2023; and (3) all stores that are not currently utilizing SUS/FMS for their point of sale system are live with the System by October 31, 2023.

In the event any of the foregoing conditions for Scale Pricing is not met, the ongoing Monthly Fee for members of the Customer System will be $85 per store per month.

4. All DT Fees will be invoiced to Franchisee as a separate line item alongside Franchisee's SUS/FMS restaurant technology fees (as set forth in the SUS Agreement). Franchisee's DT Fees will be invoiced by Pizza Hut, collected by Pizza Hut, and paid directly to Supplier by Pizza Hut on behalf of Franchisee. Notwithstanding the foregoing, in the event of non-payment by Franchisee of the DT Fees, Supplier may pursue all available remedies against Franchisee directly for such non-payment.

Term:

The term of this Agreement shall be coterminous with the SOW, subject to the termination rights set forth therein and in the Master Services Agreement. For avoidance of doubt, in the event the SOW expires, is terminated and/or is extended, this Agreement shall automatically, simultaneously expire, terminate or extend on and/or until the same date.

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Agreed and Accepted.

Franchisee
By: _____
Printed: _____
Title: _____
Date: _____

Dragontail Systems Ltd.
By: _____
Printed: _____
Title: _____
Date: _____

Pizza Hut Connect, LLC
By: _____
Printed: _____
Title: _____
Date: _____

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EXHIBIT M

HUTBOT DIGITAL PROGRAM AGREEMENT

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Pizza Hut HutBot Order Form

Business Management Unit Details

BMU Name

Pizza Hut USA

Country *

USA

Franchisee Contact Information

Customer Legal Entity Name *

Customer Email *

Customer Address *

HutBot Pricing and Terms

PIZZA HUT HUTBOT ORDER FORM – US

Effective Date: **HutBot Activation Date**

Licensed Locations: **All Stores owned and operated by the Customer**

Subject to this Pizza Hut HutBot Order Form and the terms and conditions, which are provided below and incorporated into this agreement (collectively, the "**Agreement**"), Pizza Hut Connect, LLC and one or more of its affiliates (collectively, "**Pizza Hut**") will provide HutBot to the Customer at the Licensed Locations.

For the purposes of this Agreement "**HutBot**" refers to the mobile application, as amended from time to time by Pizza Hut at its absolute and sole discretion, providing an operations mobile solution designed to guide restaurant management in smart decision-making based on data in order to help restaurants improve operational performance. This Agreement takes effect upon the Effective Date. Customer agrees to be bound by the Agreement to the exclusion of all other terms.

HutBot Pricing and Terms

1. Customer will not be responsible for payment of any HutBot Fees ("**HutBot Fees**") through December 31, 2026.
2. This Agreement will take effect from the Effective Date and shall, unless otherwise terminated pursuant to the terms of this Agreement, continue through December 31, 2026 ("Initial Term") from the Effective Date, and thereafter shall continue until terminated by either party pursuant to the terms of this Agreement.

BY SIGNING THIS AGREEMENT, CLICKING THE "ACCEPT" BOX, OR DOWNLOADING, INSTALLING OR USING HUTBOT, YOU AGREE: (A) THAT YOU HAVE READ AND UNDERSTOOD THE AGREEMENT AND AGREE TO THE TERMS AND CONDITIONS, AND ANY ADDITIONAL TERMS PIZZA HUT PROVIDES, AND, (B) THAT YOU ARE AUTHORIZED TO BIND THE CUSTOMER IDENTIFIED ABOVE AND (C) IF APPLICABLE, BIND YOUR FRANCHISEES AND/OR OUTLETS WHO SUBSCRIBE TO OR PROCURE HUTBOT AND/OR OTHER DIGITAL PROGRAMS, TO THIS AGREEMENT.

Terms and Conditions (Click to read)

☐ I accept the HutBot Terms & Conditions. *

Signature *

clear

Customer Name *

Customer Title *

Date *

2025-03-06

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TERMS AND CONDITIONS

THIS AGREEMENT AND THE ACCOMPANYING PIZZA HUT HUTBOT ORDER FORM ("Order Form"") GOVERNS YOUR PURCHASE AND USE OF OUR DIGITAL PROGRAM, PRODUCTS, AND/OR SERVICES.

BY ACCEPTING THIS AGREEMENT, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AS MAY BE AMENDED OR MODIFIED FROM TIME TO TIME BY PIZZA HUT AT ITS ABSOLUTE AND SOLE DISCRETION, PROVIDED THAT SUCH MODIFICATIONS DO NOT MATERIALLY ADVERSELY AFFECT THE FEATURES OR FUNCTIONALITY OF HUTBOT AND/OR THE DIGITAL PROGRAM, PRODUCTS, AND/OR SERVICES. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY, AS WELL AS TO BIND YOUR PARTICIPATING FRANCHISEES OR OUTLETS TO THE AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE DIGITAL PROGRAM, PRODUCTS, AND/OR SERVICES.

This document has been updated as October 2, 2024.

This Agreement is effective as of the earlier of (i) the date of your acceptance of this Agreement by clicking the check box presented with the Order Form and/or (ii) commencing to use or accessing the Services, between you and Pizza Hut Connect, LLC and one or more of its affiliates (collectively, "Pizza Hut") for the applicable Services listed on one or more Order Forms signed by you from time to time. Through the Order Form, you have elected to subscribe to or procure the HutBot mobile application or one or more digital program (each referred to as a "Digital Program") from Pizza Hut. Capitalized terms used herein, without definition, will have the same meanings as provided in the Order Form.

1. **Definitions**. As used in this Agreement, the following terms will have the meanings below:

   1.1. "**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for the purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

   1.2. "**Agreement**" means these terms and conditions, together with the exhibits and attachments thereto, and the terms and conditions provided in the Order Form.

   1.3. "**Customer**" means "you", the company and/or other legal entity, named as such in the applicable Order Form, using the Service.

   1.4. "**Customer Data**" means all text, images, data and other electronic content or information submitted by Customer to the Services.

   1.5. "**Data Protection Legislation**" means (a) the General Data Protection Regulation (EU) 2016/679, as amended, (b) California Consumer Privacy Act of 2018, as amended, and (c) any other data protection laws which apply to the processing of Personal Data under this Agreement, including, but not limited to, any applicable national data protection laws made under or pursuant to (a) or (b) in the United States, United Kingdom, or any European Economic Area.

   1.6. "**Derived Data**" means: (i) Customer Data that has been processed, anonymized, aggregated or manipulated by or on behalf of Pizza Hut to such a degree that it cannot be identified as originating directly from Customer Data and cannot be reverse-engineered such that it can be so identified; and (ii) any general information or insight that is derived by or on behalf of Pizza Hut in connection with Pizza Hut's provision and commercialization of products or services to Customer.

   1.7. "**Documentation**" means Pizza Hut's then current user guides and manuals published by Pizza Hut and made available by Pizza Hut to Customer.

   1.8. "**Effective Date**" means the "HutBot Activation Date".

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1.9. "**HutBot**" has the meaning given to it within the Order Form.

1.10. "**HutBot Activation Date**" means the date that the Licensed Locations are activated on HutBot, as determined by Pizza Hut at its absolute and sole discretion.

1.11. "**Licensed Locations**" means each and every Pizza Hut store owned and/or operated by the Customer and/or an Affiliate of the Customer.

1.12. "**Malicious Code**" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

1.13. **"Order Form"** means a Pizza Hut order form completed and signed by the Customer requesting the supply of Services. Each such Order Form will be deemed incorporated herein and will form part of this Agreement.

1.14. "**Services**" means the Digital Program or product(s) listed on one or more Order Forms , including, without limitation, all support services, corrections, updates, modifications, releases, versions, and enhancements to such product(s) that may hereafter be generally released or provided by Pizza Hut during the Term.

1.15. **"Term"** means the period of time specified within Clause 12.1 of this Agreement.

1.16. "**Users**" means individuals who are authorized by Customer to use the Services, for whom subscriptions to the Services have been purchased by Customer, and who have been supplied user identifications and passwords by Customer (or by Pizza Hut at Customer's request). Users are limited to franchisees, outlets, employees, consultants, contractors and agents of Customer and Customer's Affiliates in the Licensed Location(s).

2. Grant of License.

2.1. **Grant**. Subject to the terms and conditions of this Agreement, Pizza Hut hereby grants to Customer a limited, revocable, non-exclusive, non-assignable, non-sublicensable, and nontransferable license, during the Term to permit the Users (a) access and to use the Services via the internet, and (b) use the Documentation provided by Pizza Hut. Customer agrees that its purchase of User subscription(s) for the Services is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by Pizza Hut with respect to future functionality or features.

2.2. **Additional Restrictions**. The license granted in Section 2.1 above is conditioned upon Customer's strict compliance with the terms and conditions of this Agreement including, without limitation, the following terms and conditions: (a) Customer may use the Services for Customer's own business purposes at the Licensed Locations only as contemplated by this Agreement and not for any business services outsourced by Customer; (b) Customer cannot share User subscriptions with other Users outside of the Licensed Location(s); (c) Customer will not (i) permit any third party to access the Services except as permitted by this Agreement, or (ii) license, sublicense, sell, resell, rent, lease, transfer, distribute, use the Services for commercial timesharing, or otherwise commercially exploit the Services; (d) Customer will not create derivative works based on the Services or cause or permit others to; (e) Customer will not modify, reverse engineer, translate, disassemble, or decompile the Services, or cause or permit others to do so; (f) Customer will not copy, frame or mirror any content forming part of the Services, other than on Customer's own intranets or otherwise for its own internal business purposes; (g) Customer will not access the Services in order to (i) build a competitive product or service, or (ii) copy any ideas, features, functions or graphics of the Services; and (h) Customer will not remove any title, trademark, copyright and/or restricted rights notices or labels from the Services or Documentation.

2.3. **Reserved Rights**. Pizza Hut hereby reserves all rights in and to the Services not expressly granted in this Agreement. Nothing in this Agreement will limit in any way Pizza Hut right to develop, use, license, create derivative works of, or otherwise exploit the Services or to permit third parties to do so.

3. Use of Services.

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3.1. **Pizza Hut Responsibilities.** Pizza Hut will (i) routinely backup (not less frequently than once-per-day) all Customer Data; and (ii) use industry standard security measures to maintain Customer's Users' login information (*e.g.*, User IDs and passwords) for the Services in confidence. Pizza Hut may use and access Customer's account and Customer Data as necessary to identify or resolve technical problems or respond to complaints about the Services. All storage, backup and archival media, containing Customer Data will be (a) physically stored in a secured area (b) logically separated from any other Customer's data and (c) protected by industry standard encryption methods.

3.2. **Customer Responsibilities.** Customer will (a) continuously use the Services during the Term, including, without limitation, ensuring Services are accessible via the internet or other telecommunication or digital transmission links at the Licensed Locations, (b) be responsible for Users' compliance with this Agreement, and (c) use the Services only in accordance with applicable laws and government regulations. Customer further agrees that the Digital Program does not replace any of the Customer's or Licensed Location's training processes, manuals, audits, documentation, operations, and/or other processes, and Customer is solely responsible for any of its Licensed Location's operations. Customer will not and will procure that none of the Users will (i) upload or otherwise transmit through the Services any material that is obscene, defamatory, libelous, and slanderous or which violates or infringes in any way upon the rights of others, which is unlawful, which encourages conduct that would constitute a criminal offense, gives rise to civil liability or otherwise violates any law, (ii) use the Services to store or transmit Malicious Code, (iii) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (iv) attempt to gain unauthorized access to the Services or their related systems or networks. Any conduct by Customer and/or of the Users that in Pizza Hut's discretion restricts or inhibits any other Pizza Hut Customer from using or enjoying the Services is expressly prohibited. Customer will use commercially reasonable efforts to prevent unauthorized access to, or use of, the Services, and notify Pizza Hut promptly of any such unauthorized access or use. Customer will be responsible for obtaining and maintaining all telephone, computer hardware, devices, and other equipment needed for access to and use of the Services and all charges and security related thereto. Customer will notify Pizza Hut promptly if Customer becomes aware of, or suspect, any breach of security or unauthorized access to or use of the Services or of any account used to access the Services. Pizza Hut is not responsible for the security of the Customer's network, hardware, and IT systems, including, without limitation, any possible, suspected, or actual breach of Customer's physical or IT security defenses and resultant disclosure of any data of Customer or its personnel. With respect to data that may qualify as personal data or personally identifiable information within the meaning of privacy laws applicable to Customer and/or to Pizza Hut entities during the term of this Agreement (such data, "Personal Data"), Customer will, in its use of the Services provided by Pizza Hut hereunder, collect, access, use, store, disclose, dispose of, transfer and otherwise process the Personal Data of Customer and its users in accordance with the requirements of applicable data protection laws and regulations. Customer will have sole responsibility for the accuracy, quality, and legality of such Personal Data and the means by which Customer acquires such Personal Data, including, but not limited to, obtaining consent and providing notice to the applicable data subjects. Customer agrees to indemnify and hold Pizza Hut and its affiliates harmless from any claim related to the foregoing. If Customer collects or processes Personal Data on behalf of Pizza Hut, Customer will obtain consent and provide notice to the relevant data subjects that Pizza Hut is a separate controller (if applicable) of such Personal Data.

3.3. **Customer Data License**. Subject to the terms and conditions of this Agreement, Pizza Hut grants to Customer and its Affiliates a perpetual, nonexclusive, worldwide, royalty-free, transferable, sublicensable license to use, copy, store, process, manipulate, modify, change, configure, perform, display and transmit Customer Data as necessary to access and use the Services.

3.4. **Service Level Agreement.** The service level agreement contained in Exhibit A applies to the provision of the Services.

4. **Fees.**

4.1. **Payment**. Customer agrees to pay Pizza Hut a fee in accordance with the amounts and dates specified on the applicable Order Form(s). Except as otherwise provided: (i) the subscription fees set forth in each applicable Order Form will be fixed during the Initial Term; provided, however, that following the expiry of the Initial Term, Pizza Hut may increase such fees at any time at its absolute and sole discretion

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to match any change in the price or fee Pizza Hut is charged by PH Digital Ventures UK Ltd or its Affiliate for the Digital Program and/or HutBot; (ii) the fees set forth in each applicable Order Form will be invoiced pursuant to the terms of such Order Form.

4.2. Except as otherwise specified herein, fees are based on the Services purchased and not actual usage, payment obligations are non-cancelable, payment terms are quoted from the date of invoice and fees paid are non-refundable.

4.3. Any payment not received from Customer by the due date may accrue, at Pizza Hut's discretion, late charges at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower; from the date such payment was due until the date paid.

4.4. **Taxes**. If applicable, all sums payable to Pizza Hut under this Agreement are exclusive of value added tax ("VAT"), and Customer will in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice. Where required by applicable law, Customer will levy (and withhold) any withholding taxes on payments made pursuant to this Agreement and pay them to the applicable tax authorities. In such case, Customer must deduct the amount of the withholding taxes from the payment due to Pizza Hut under this Agreement, and must provide to Pizza Hut documentary evidence that Customer made the withholding and paid it in a timely manner to the specific authority to which it is due, including, but not limited to, receipts validly issued by the governmental authority evidencing payment or any other document reasonably evidencing filing and payment of these withholding taxes (such as a self-assessment regarding payment such withholding taxes). Such receipts or evidence must be provided as soon as possible after remittance of the payments under this Agreement and within 10 business days after the issuance of the receipts or the filing of the specific document evidencing filing and payment of such withholding tax, as the case may be.

4.4.1. If Pizza Hut is entitled to apply for an exemption or lower tax rate than the general withholding tax rate under applicable law, Pizza Hut will provide Customer with a tax residence certificate or any other documentation issued by the competent tax authorities evidencing the tax residence as may be required by the relevant double tax treaty or by law as a precondition to exemption or to the application of a rate lower than that of general application. Upon request, such documentation will be delivered to Customer on or before the date on which the corresponding payment is due or made, whichever occurs first and will be renewed, as required.

4.4.2. Both parties will each bear their own tax liabilities resulting from this Agreement pursuant to law, without prejudice to the obligations set out in the paragraphs of this Section 4.

4.4.3. Notwithstanding this Section 4, Pizza Hut reserves in its sole and unfettered discretion to gross up these amounts payable to account for any withholding taxes, whether direct or indirect, duties, levies payable by Pizza Hut or Customer on such payments, including without limitation any service taxes, whether due to change of law or otherwise in the event that it is found Customer does not make payment or cannot prove to have made payment of such taxes on behalf of itself or Pizza Hut to the relevant tax authority.

4.4.4. If Customer requests additional Services outside the agreed upon scope of the Order Form, Pizza Hut may charge additional services or professional fees at its standard rate card, subject to a yearly inflation rate according to the United States Consumer Price Index during the Term.

5. **Intellectual Property Rights**.

5.1. **Generally**. All right, title, and interest in and to the Services and Documentation, including, without limitation, all modifications, enhancements and intellectual property rights thereto will belong solely to Pizza Hut and/or its applicable Affiliates or suppliers.

5.2. **Ownership and Use of Customer Data.** As between Pizza Hut and Customer, Pizza Hut exclusively owns all right, title and interest in and to the Customer Data that is not Personal Data. Pizza Hut may (i) compile statistical and other information related to the performance, operation and use of the Digital Platform, Services, and Customer Data, and (ii) use data from the Digital Platform, Services, and Customer Data in aggregated form for security and operations management, to create statistical

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analyses, and for research and development purposes (sections i and ii are collectively referred to as "Service Analyses"). Pizza Hut retains all rights to such Service Analyses. Customer acknowledges and agrees that Pizza Hut owns and retains all right, title and interest in and to Derived Data.

5.2.1. Customer represents and warrants that Customer Data will not include any protected health information, or any information subject to Health Insurance Portability and Accountability Act, as amended (HIPAA), financial account numbers, or other similarly sensitive personal information. Customer assumes all risk arising from use of any such sensitive information with the Pizza Hut Digital Program, including the risk of inadvertent disclosure or unauthorized access or use thereto.

5.2.2. Pizza Hut may use tools, scripts, software, and utilities (collectively, the "Tools") to monitor and administer the Services and to help resolve Customer's service requests. Information collected by the Tools may also be used to assist in managing Pizza Hut product and service portfolio, to help Pizza Hut address deficiencies in its product and service offerings, and for license and Pizza Hut Digital Program and Services management.

5.3. **Intellectual Property Infringement.** If Customer's use of the Services is threatened as a consequence of any intellectual property infringement claim to the extent arising out of Pizza Hut's grossly negligent acts or omissions, Pizza Hut agrees to (a) obtain rights for Customer to continue use of the Services; or (b) replace or modify the Services so that the Services are no longer infringing but provides the same functionality and benefit to Customer (in which case Customer agrees to use the replacement/modified Services instead of the infringing Services); or (c) Customer may terminate the Services and cease using the Services, and Pizza Hut agrees to provide Customer a partial refund of previously paid subscription fees relating to the infringing Services. The foregoing states Pizza Hut's liability and sole and exclusive remedy with respect to any infringement or misappropriation of any intellectual property rights of any third party.

5.4. **Suggestions**. The parties expressly agree that any suggestions, feedback, or improvements to software, system or materials derived from the Digital Program and the Services during the Term, including those attributable to Customer, will be the exclusive property of Pizza Hut and will be promptly disclosed by Customer to Pizza Hut. Customer hereby assigns to Pizza Hut all present and future right, title and interest throughout the world in and to any such improvements, software, system or materials derived from the Digital Program and the Services. Customer will take all actions and execute all documents required by Pizza Hut for this purpose.

5.5. **Third-Party Technology**. Customer acknowledges and agrees that third-party technology is appropriate and necessary for use with the Services and Customer's right to use such third-party technology is governed by the terms of the third-party technology license agreements specified by Pizza Hut and not under this Agreement. Any breach by Customer of any such additional terms is also a breach of this Agreement. If a Service includes data and/or software from third parties and requires Pizza Hut to pass additional terms through to Customer, access to such terms will be provided in connection with the download of or opening of a the Service, and such additional terms will apply with respect to that specific Service. Usage of such Service is deemed to constitute acceptance of such additional terms.

6. Confidentiality.

6.1. **Definition of Confidential Information.** As used herein, "**Confidential Information**" means all confidential and proprietary information of Pizza Hut ("Disclosing Party**"**) disclosed to the Customer ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement (including pricing and other terms reflected in all Order Forms hereunder), Customer Data, the Services, business and marketing plans, technology and technical information, product designs, and business processes. Confidential Information will not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the

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Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

6.2. **Confidentiality.** The Receiving Party will not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission.

6.3. **Protection.** The Receiving Party agrees to protect the confidentiality of the Confidential Information of the Disclosing Party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind (but in no event using less than reasonable care).

6.4. **Compelled Disclosure.** If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it will provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. Notwithstanding any other provision, Pizza Hut may disclose Customer Data if Pizza Hut determines that such action is reasonably necessary: (a) to comply with the law, regulatory requirements, or legal or regulatory process; (b) to enforce this Agreement; or (c) to respond to claims that Customer is using the Services to perform or support activities that violate the law or the rights of third parties.

6.5. **Remedies**. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of confidentiality protections hereunder, the Disclosing Party will have the right, in addition to any other remedies available to it, to seek injunctive relief to prohibit such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

7. Customer Data

7.1. Customer will have sole responsibility for the legality, reliability, integrity, accuracy and quality of Customer Data.

7.2. In the event of any loss or damage to Customer Data, Customer's sole and exclusive remedy against Pizza Hut will be for Pizza Hut to use reasonable commercial endeavors to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by Pizza Hut in accordance with Section 3.1. Pizza Hut will not be responsible for any loss, destruction, alteration or disclosure of Customer Data, even if caused by any third party.

7.3. In the event of termination or expiration of this Agreement:

7.3.1. Pizza Hut agrees it may provide within 30 days of such termination or expiration for Customer to export or download all Customer Data (excluding Personal Data). Notwithstanding the foregoing, Customer’s use of any Customer Data will remain subject to the terms and conditions of this Agreement.

7.3.2. Pizza Hut at the written direction of Customer, will delete or return Personal Data it has provided Pizza Hut and copies thereof to Customer on termination of the Agreement unless required by applicable laws to store the Personal Data.

8. Data Security and Privacy.

8.1. Pizza Hut has implemented and maintains reasonable and not less than industry standard administrative, physical and technical safeguards to protect electronic data and information received from or prepared for Customer, including the manner in which information and data is collected, accessed, used, stored, processed, disposed of and disclosed. Unless otherwise agreed to in writing between Pizza Hut and Customer, email transmissions between Pizza Hut and Customer will not be encrypted.

8.2. By placing an order for subscription, Customer acknowledges and agrees that Pizza Hut may store, share, process and use data collected from Customer’s order for the purposes of processing the order. Pizza Hut may also share such data globally with its subsidiaries and within the Pizza Hut group of companies.

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All Pizza Hut companies will protect Company's information in accordance with the Data Security Procedures. Pizza Hut works with other companies that help Pizza Hut provide Services to Company, such as third-party manufacturers, third-party software providers, and/or credit card processing companies, and Pizza Hut may have to share certain information with these companies for this purpose.

8.3. Pizza Hut assumes no responsibility for the security of Customer's network and IT systems, including, without limitation, possible or actual breach of Customer's physical or IT security defenses and disclosure of any Customer information, and Customer agrees to indemnify and hold Pizza Hut and its affiliates harmless from any claim related to the foregoing.

8.4. Both parties will comply with all applicable requirements of the Data Protection Legislation. This Section 8 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

8.5. Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Pizza Hut for the duration and purposes of this Agreement.

9. **Representations and Warranties.**

9.1. **Mutual Warranties.** Each party represents and warrants that (a) it has the legal power to enter into this Agreement, (b) the execution, delivery, performance of this Agreement have been duly authorized by the requisite action on the part of each party, and (c) it is able to complete its obligations hereunder as they fall due.

9.2. **DISCLAIMER OF WARRANTIES**. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE DIGITAL PROGRAM AND/OR SERVICES ARE BEING PROVIDED TO CUSTOMER AS IS, WITHOUT ANY EXPRESS OR IMPLIED WARRANTY, INCLUDING THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT AND INCLUDING FURTHER ANY WARRANTY IMPLIED BY THE PARTIES' COURSE OF DEALING.

10. **Damages and Limitation of Liability**.

10.1. **Consequential Damages**. IN NO EVENT WILL PIZZA HUT BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF SALES OR BUSINESS, LOSS OF AGREEMENTS OR CONTRACTS, INDIRECT OR CONSEQUENTIAL LOSS HOWEVER CAUSED AND WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER CATEGORY OF LIABILITY, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE SERVICES, EVEN IF EITHER PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2. **Limitation of Liability**. PIZZA HUT'S LIABILITY PURSUANT TO THIS CONTRACT (INCLUDING ANY ORDER FORM), WHETHER PURSUANT TO ANY INDEMNITY OR OTHERWISE, WILL BE LIMITED TO DIRECT DAMAGES SUSTAINED BY CUSTOMER AND ONLY TO THE EXTENT SUCH DAMAGES ARE A DIRECT RESULT OF PIZZA HUT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; PROVIDED, HOWEVER, IN NO EVENT WILL PIZZA HUT'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF THIS AGREEMENT (INCLUDING ANY SOW OR ORDER FORM) EXCEED THE AMOUNT THAT CUSTOMER HAS, IN THE AGGREGATE, ACTUALLY PAID UNDER THIS AGREEMENT TO PIZZA HUT DURING THE 6 MONTHS PRIOR TO THE EFFECTIVE DATE OF THE NOTICE OF THE FIRST SUCH CLAIM TO ARISE. THIS PROVISION APPLIES REGARDLESS OF HOW THE LIABILITY AROSE OR THE THEORY OF LIABILITY, INCLUDING CONTRACT OR TORT (INCLUDING PRODUCTS LIABILITY, STRICT LIABILITY, NEGLIGENCE AND MISREPRESENTATION). NOTHING IN THIS AGREEMENT EXCLUDES THE LIABILITY OF PIZZA HUT FOR DEATH OR PERSONAL INJURY CAUSED BY PIZZA HUT'S GROSS NEGLIGENCE OR FOR FRAUD OR FRAUDULENT MISREPRESENTATION.

11. **Monitoring**. Pizza Hut will have the right, but not the obligation, to monitor the content of the Services to determine compliance with this Agreement and any operating rules established by Pizza Hut and to satisfy any law, regulation or authorized government request. Without limiting the foregoing, Pizza Hut will have the

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right to remove any material submitted to the Services that Pizza Hut, in its sole discretion, finds to be in violation of the provisions hereof or otherwise objectionable.

12. **Term and Termination**.

12.1. **Term of Agreement**. The term of this Agreement commences on the Effective Date and shall, unless otherwise terminated pursuant to the terms of this Agreement, continue for a period as set forth in the applicable Order Form, and thereafter shall continue until terminated by either party pursuant to the terms of this Agreement or Order Form.

12.2. **Term.** Customer may use and access the applicable Services during the applicable Term as set forth in the applicable Order Form.

12.3. **Termination**. Pizza Hut may terminate this Agreement, without liability (except in case if Pizza Hut is in breach or default), at any time for convenience on giving the Customer not less than 30 days' advance written notice. Either party may terminate this Agreement at any time with 30 days prior written notice if the other party commits a material breach of this Agreement that, (if it is capable of being cured) is not cured within 30 days from written notice to the other party. Without limiting any other remedies available to it, Pizza Hut may immediately suspend access to the Services and/or terminate this Agreement if: (a) Customer commits a material breach of this Agreement that (if it is capable of being cured) is not cured within 30 days from written notice to Customer (and within 10 days from written notice to Customer in the case of non-payment); (b) Pizza Hut determines that Customer's actions are likely to cause legal liability for Pizza Hut or its suppliers or other Customers; or (c) Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts.

12.4. **Effects of Termination.** Upon any expiration or termination of this Agreement, and/or upon expiration of the applicable Term, the rights and licenses granted hereunder will automatically terminate. The Services may automatically deactivate and become non-operational at the end of the applicable Term, and Customer will not be entitled to access the Services unless such Term is renewed. Pizza Hut will have no liability for any costs, losses, damages, or liabilities arising out of or related to any termination of this Agreement. In no event will any termination, other than for Pizza Hut's uncured material breach, relieve Customer of the obligation to pay any fees payable to Pizza Hut for the period prior to the effective date of termination. Customer agrees that if Customer terminates this Agreement, Pizza Hut is not obligated to refund any portion of subscription fees already paid to Pizza Hut. Upon the termination of this Agreement for any reason, Customer will immediately cease using the Services. Termination of this Agreement will not limit Pizza Hut from pursuing any other remedies available to it, including injunctive relief. Customer will assist Pizza Hut with expediting the retrieval of any Services that remains the ownership of Pizza Hut and make same available to Pizza Hut for de-installation and removal. If applicable, Pizza Hut will have the right to enter the Licensed Locations and/or its systems at reasonable times and upon reasonable notice for the purpose of such de-installation and removal. Returned Services must be in the same condition as when received by Customer, reasonable and ordinary wear and tear excepted. Pizza Hut will not be liable to the Customer in any respect should this Agreement be terminated by Pizza Hut pursuant to this clause, and for the avoidance of any doubt Pizza Hut will not be liable to pay any refund or otherwise in respect of any remaining Term pursuant to this Agreement.

13. **Indemnification**.

13.1. Pizza Hut will defend, indemnify, hold harmless, and reimburse Customer and its officers, agents, employees, and representatives (the "Customer Indemnitees"), from and against any and all losses, liabilities, costs and expenses (including reasonable attorneys' fees, fines, penalties, interest, judgments, awards and settlements) ("Losses") that are imposed on, sustained, incurred or suffered by the Customer Indemnitees directly relating to claims by third parties to the extent arising from Pizza Hut's gross negligence or willful misconduct related to any of the following: (a) any bodily injury or property damage sustained or purported to have been sustained by Customer facilities or personnel; (b) material breach or default of Pizza Hut's confidentiality obligations under this Agreement; or (c) any allegation or claim that Customer's permitted use of any Services as contemplated in this Agreement or any SOW infringes, misappropriates or otherwise violates a patent, copyright, trade secret or other intellectual property or proprietary right of a third party, provided that Pizza Hut will not be liable for and will have no obligation

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for claims or Losses related to (i) any Customer Data or Personal Data or other information furnished by Customer, (ii) any use of the Services in combination with any items or services, including data, equipment or software, not provided by Pizza Hut, or (iii) any modification or customization of the Services not made or authorized in writing by Pizza Hut. If a third party asserts, or in Pizza Hut's opinion is likely to assert, a claim that any Services or the use or receipt thereof infringes, misappropriate or otherwise violates any intellectual property right or other proprietary right of a third party, then Pizza Hut has the right to terminate all use of the allegedly infringing any Services connected therewith, but if the termination of the use of the allegedly infringing Services connected therewith would cause a Severity 1 Incident (as defined in Exhibit A), Pizza Hut will source an alternative solution of comparable functionality at its own cost; provided, that Customer continues to pay any and all fees in accordance with this Agreement and without prejudice to Pizza Hut's rights under Section 4 of this Agreement.

13.2. Customer will defend, indemnify, hold harmless, and reimburse Pizza Hut, its Affiliates, and each of their respective officers, agents, employees, and representatives (the "Pizza Hut Indemnitees"), from and against any and all Losses that may be imposed on, sustained, incurred or suffered by the Pizza Hut Indemnitees directly related to claims by third parties arising from any of the following: (a) any bodily injury or property damage sustained or purported to have been sustained by any person or thing to the extent arising from the acts or omissions of Customer or its agents, except to the extent caused by Pizza Hut's gross negligence or willful misconduct; (b) any breach or default of Customer's confidentiality obligations under this Agreement; (c) Customer's failure to comply with applicable laws in the receipt or use of the Services or with respect to Personal Data provided by Customer; or (d) any allegation or claim that Pizza Hut's or its agents' permitted use of Customer Data as contemplated in this Agreement infringes, misappropriates or otherwise violates a patent, copyright, trade secret or other intellectual property or proprietary right of a third party. For purposes of clause (c), Losses will include damages, fines, penalties, sanctions, interest or other monetary remedies incurred as a result of a failure to comply with applicable laws, including damages, fines, penalties, interest or other monetary remedies awarded to claimants other than governmental authorities by a court or in final settlement of a claim for failure to comply with applicable laws.

13.3. In the event of a claim for which an indemnitee is seeking indemnification from the indemnitor under Section 13.1 or Section 13.2 (as applicable), the indemnitee will timely notify indemnitor of such claim (provided that any failure to provide such timely notice will only relieve indemnitor of its obligations to the extent its ability to defend such claim is materially prejudiced by such failure), give indemnitor the right to control and direct the defense (at indemnitor's sole expense) and any settlement of any such claim, and give reasonable cooperation to indemnitor for the defense of same. Notwithstanding anything to the contrary above, indemnitor may not enter into any settlement or other disposition of a liability that impacts indemnitee without indemnitee's prior written approval. Nothing in this Section 13.3 prevents any indemnitee from obtaining separate counsel at its sole expense.

13.4. The Customer acknowledges and agrees that Pizza Hut may, without limitation and at its absolute and sole discretion, apply any amount or credit owed by Pizza Hut to the Customer, pursuant to this Agreement or any other agreement between the parties, towards the satisfaction of any outstanding amount due from the Customer to Pizza Hut pursuant to this Agreement, and/or any other agreement between the parties. Pizza Hut reserves the right to apply payments from the Customer in any manner and to any indebtedness owed to Pizza Hut, as Pizza Hut may determine at its absolute and sole discretion.

14. **Remedies.** Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

15. **Miscellaneous**.

15.1. **General.** This Agreement is intended for the sole and exclusive benefit of the parties and is not intended to benefit any third party. Only the parties to this Agreement may enforce it. The parties are independent contractors, and no branch or agency, partnership, association, joint venture, or employee-employer is intended or created by this Agreement. Headings in this Agreement are for the convenience of the parties only. Accordingly, they will not constitute a part of this Agreement when interpreting or enforcing this Agreement.

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15.2. **Severability**. If any portion hereof is found to be void or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

15.3. **Assignment**. Customer may not assign or transfer this Agreement, or any portion hereof, or delegate any or all of its obligations hereunder, without the prior written consent of Pizza Hut unless advanced written notice to Pizza Hut if the Agreement is assigned or transfer totally or in part to an affiliate or subsidiary of Customer, or to a third party that has a master franchise or license for Pizza Hut business in Customer's applicable market. Any attempted assignment in violation of this section will be void. Assignment will not relieve either party of its obligations hereunder. Pizza Hut may at any time assign, novate, subcontract or otherwise dispose of any or all of its rights and/or obligations under this Agreement. Pizza Hut will remain liable for the acts and omissions of its subcontractors.

15.4. **Entire Agreement; Breach and Waiver; Amendment.** This Agreement, including all exhibits and addenda hereto and applicable Order Forms constitute the complete and exclusive understanding and agreement between the parties regarding their subject matter and supersede all prior or contemporaneous agreements or understandings, written or oral, relating to their subject matter. Any waiver, modification or amendment of any provision of this Agreement will be effective against Pizza Hut only if in writing and signed by a duly authorized representatives of Pizza Hut. To the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form, the terms of this Agreement will prevail. Notwithstanding the foregoing provisions, the terms and conditions of this Agreement supplement, and do not supersede the terms and conditions of any applicable franchisee agreement. Further, notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation will be incorporated into or form any part of this Agreement, and all such terms will be null and void. No waiver of any breach of this Agreement will constitute a waiver of a subsequent breach, whether or not of the same nature. All waivers will be strictly construed. No delay in enforcing any right or remedy as a result of a breach of this Agreement will constitute a waiver thereof. Accordingly, no course of conduct will constitute an amendment or modification of this Agreement.

15.5. **Advertising and Publicity.** Except to the extent permitted in this Agreement or applicable franchise agreement, Customer will not use the name, trade names, trademarks, or logos of Pizza Hut or its Affiliates in any advertising, press release or other communication (excluding internal communication among Customer personnel) without Pizza Hut's prior written consent. Pizza Hut's performance under this Agreement is confidential and intended for Customer's use only.

15.6. **Force Majeure.** Subject to the further provisions of this section, any delays or failures by either party hereto in the performance of the obligations hereunder will be excused if and to the extent such delays or failures are caused by occurrences beyond such party's reasonable control, including, without limitation, acts of God, strikes or other labor disturbances, war, whether declared or not, sabotage, and/or any other cause or causes, whether similar or dissimilar to those herein specified, which cannot reasonably be controlled by such party. The period of excused performance pursuant to the foregoing will be (and only will be) the actual period during which such an occurrence continues. Accordingly, neither party hereto will have the right to terminate this Agreement for cause on account of a failure of the other party timely to perform its obligations hereunder during the period of such excused performance pursuant to the foregoing. Notwithstanding this Section 15.6, Customer will be liable for any non-refundable fees Pizza Hut paid on behalf of Customer.

15.7. **Dispute Resolution.**

15.7.1. This Agreement will be interpreted and enforced according to the laws of the State of New York, without regard to its choice of laws principles that would apply the law of a different jurisdiction. In the event of a dispute between the parties under this Agreement, the parties agree, at the written request of either party, to appoint executive officers to meet in good faith to attempt to resolve any dispute within 60 days from such request at a location designated by Pizza Hut.

15.7.2. If after 60 days from the written request, any disputes remain outstanding, either party may initiate confidential binding arbitration in accordance with the Arbitration Act 1996 (the "AAA"). Subject to Section 15.7.1, such arbitration will be sited in New York City, New York and will be the exclusive

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method for resolving disputes between the parties to this Agreement. One neutral arbitrator experienced in the type of dispute will be chosen in accordance with AAA rules. The arbitrator will charge the reasonable attorneys' fees and costs of the prevailing party to the other party, but in an amount not to exceed one-half of the value of the award; provided, however, that for arbitration in which the arbitrator awards only equitable or injunctive relief, the preceding charge of attorneys' fees will not apply, and each party will bear their own attorneys' fees.

15.7.3. Either party may file an action in appropriate state or federal court to temporarily protect its rights under this Agreement pending the outcome of the dispute resolution process. The parties irrevocably consent to the exclusive jurisdiction for any dispute arising out of this Agreement or any Order Form to be the Courts of New York. The parties agree that the Uniform Computer Information Transactions Act (US) and any substantially similar state law, whether in existence as of the Effective Date or enacted after the Effective Date, will not govern any aspect of this Agreement.

15.8. **Survival**. The parties' rights and obligations regarding indemnification, data privacy, warranty, liability, and limits thereon, and confidentiality and/or protections of proprietary rights and trade secrets will survive the termination of this Agreement.

15.9. **Notices**. All notices required or contemplated by this Agreement will be in writing. Notices from Customer to Pizza Hut should be mailed to Pizza Hut Connect, LLC 7100 Corporate Drive, Plano, Texas 75024 and notices from Pizza Hut to Customer will be emailed to Customer at the address given in a signed Order Form. Any notice to be given or served hereunder by either party will be deemed given and received hereunder when emailed to Customer or Pizza Hut in accordance with this clause.

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EXHIBIT A

SERVICE LEVEL AGREEMENT

1. **Uptime Commitment.** Pizza Hut will use commercially reasonable efforts to ensure that the Services will be available at least 98% of the time, as measured by a Measurement Period (as defined below), subject to the Service Level Exceptions as set forth below and also excluding scheduled downtime and any time necessary to implement any maintenance, updates, upgrades or other modifications to the Services ("Uptime Commitment"). Pizza Hut will use commercially reasonable efforts to minimize the effect of such maintenance on the Services.

   In addition to the Service Level Exceptions, the Uptime Commitment will not apply in the event of any causes beyond the control of Pizza Hut or its hosting provider, including, without limitation, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion, denial of service attacks, failure of the internet generally, any actions or inactions of Customer or any third party, or other failures.

2. **Incident Response, Workaround and Resolution Times.**

   2.1 Incidents (as defined below) will be categorized as Severity 1 Incidents, Severity 2 Incidents, or Severity 3 Incidents.

   2.2 In the event of a dispute between the Parties as to the correct categorization of an Incident, Pizza Hut will have the right to solely determine the applicable categorization of that Incident after a good-faith consultation process between the Parties.

   2.3 Response Time Service Level.

   Pizza Hut will in respect of any Incident:

   2.3.1 where Customer (in this case, Customer's restaurant level IT services) has notified Pizza Hut of the Incident through messages received by Pizza Hut's incident management process from Customer's ticketing system, acknowledge receipt of the Incident report;

   2.3.2 where Pizza Hut otherwise becomes aware of the Incident, notify Customer of the existence of the Incident;

   2.3.3 in either case, provide Customer with details of the action to be taken by Pizza Hut, directly or indirectly, in relation to the Incident; or

   2.3.4 in either case, commence work on resolving the Incident,

   as soon as is reasonably practicable, and in any event within the response times for the relevant Incident type as set out in the following table ("Response Time Service Level"):

Severity Level	Response Time
1	6 hours
2	Next Business Day
3	2 Business Days

The Response Time Service Level will be measured from the earlier of the time that: (i) Pizza Hut's incident management system receives a trouble ticket from Customer's ticketing system; (ii)

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Customer otherwise notifies Pizza Hut of the Incident; or (iii) Pizza Hut otherwise becomes aware of the Incident to the time that Pizza Hut provides Customer with details of the action to be taken by Pizza Hut in relation to the Incident.

2.4 Workaround Time Service Level. Pizza Hut will, in respect of each Incident, provide a Workaround in accordance with the following table:

Severity Level	Workaround Time
1	As Soon As Reasonably Possible
2	As Soon As Reasonably Possible
3	As Soon As Reasonably Possible

2.5 Resolution Time Service Level. Pizza Hut will, in respect of each Incident, provide a Resolution in accordance with the following table:

Severity Level	Resolution Time
1	As Soon As Reasonably Possible
2	As Soon As Reasonably Possible
3	As Soon As Reasonably Possible

3. Service Level Exceptions.

3.1 Pizza Hut will not be liable for any failure to meet the service levels if (i) a Service Level Exception prevents Pizza Hut from meeting the service levels (and solely to the extent and for the period that a Service Level Exception prevents Pizza Hut from meeting the service levels and/or performing its obligations, as determined by Pizza Hut in its sole discretion) and (ii) it results from:

3.1.1 the failure by Customer to perform its obligations under the Agreement;

3.1.2 the malfunction, failure or unavailability for any reason and for any period of time of any third-party-supplied or Customer-supplied software, internet, service, or other equipment; and/or

3.1.3 the occurrence of any Force Majeure Event (as defined below),

(each a “Service Level Exception”).

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3.2 Pizza Hut will:

3.2.1 promptly notify Customer upon becoming aware of any Service Level Exception;

3.2.2 perform all other obligations and meet all other service levels in accordance with the terms of this Agreement;

3.2.3 use its reasonable endeavors to mitigate the effects of any Service Level Exception related to the Services.

4. Service Credits.

4.1 If Pizza Hut fails to meet the required Uptime Commitment in a particular Measurement Period, Customer will be entitled (as its sole and exclusive remedy) to a credit as set forth below (each an "Uptime Credit"). Any Uptime Credit issued for a particular Measurement Period will be calculated as a percentage of the actual subscription fees for such Measurement Period and will be determined as follows:

Availability (%) in the relevant Measurement Period	**Uptime Credit Percentage**
93-97%	10%
88-92%	15%
<87%	20%

4.2 Pizza Hut will provide Customer with information to permit Customer to determine whether the Uptime Commitment has been achieved, and Customer agrees that only measurements provided by Pizza Hut will be used for calculation. Any applicable Uptime Credit will only be issued as a credit against future subscription fees and cannot be used to offset payments due to Pizza Hut under this Agreement or any other agreement. The Uptime Credit set forth herein will not be construed as a penalty and are a genuine pre-estimate of the loss that the Customer is expected to suffer from Pizza Hut's failure to meet the service levels in this Schedule 1.

5. Escalation Process for Service Level Failures.

5.1 If Pizza Hut fails to meet the same Uptime Commitment for 3 Measurement Periods out of any 12 consecutive Measurement Periods, and such failure is neither excused nor a Service Level Exception, Customer may by notice in writing to Pizza Hut ("Escalation Notice") require Pizza Hut to invoke executive level escalation under which Pizza Hut will review all of the Services and the cause or causes of the failures at its own expense ("Escalation Process").

5.2 The Escalation Process will be managed by a suitable level of Pizza Hut's management, and by a person not directly associated with the day-to-day Customer account or service management. The review should cover:

5.2.1 the assignment of a dedicated team to review the performance of the Digital Program in full and the cause or causes of the failures;

5.2.2 a review of the service staffing and management; and

5.2.3 a revisit of the solution provided based on the service levels.

5.3 Escalation Process:

5.3.1 Escalation notice:

(a) In the case that Pizza Hut fails to meet the same Uptime Commitment for 3 Measurement Periods out of any 12 consecutive Measurement Periods, and such

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failure is not excused, Customer may provide notice in writing to the general manager of Pizza Hut.

5.3.2 The general manager:
(a) informs all suitable level of Pizza Hut management on the receipt of the escalation notice as it relates to the Digital Program at that time; and
(b) appoints a Pizza Hut person as the person not directly associated with the day-to-day Customer account to manage the escalation process (referred to as the escalation process manager).

5.3.3 The escalation process manager immediately starts a resolution process with the help of the general manager initiating:
(a) the assignment of a dedicated team to review the performance of the Digital Program in full and the cause or causes of the failures;
(b) a review of the service staffing and management; and
(c) a revisit of the solution provided based on the Uptime Commitment.

5.3.4 The escalation process manager is to inform the Customer on the process and provide a project plan reflecting milestones, timelines, roles and responsibilities as well as support required from the Customer for the resolution process.

5.3.5 The outcome of the resolution process is a resolution report summarizing:
(a) The identified root causes of the failures;
(b) An action plan to solve for these causes showing assigned action items and timelines; and
(c) The Customer can give further consultative input to the report before finalization.

5.3.6 The escalation process is closed with the confirmation of the receipt of the final resolution report by the Customer. Pizza Hut will include the action items in the daily executions of the business overlooked by the general manager.

5.4 Pizza Hut will provide (within 4 weeks from receipt of the Escalation Notice) a written report detailing the cause or causes of the service level failures and a remedial action plan, clearly detailing how and when the issues will be rectified (the “Remedial Plan”). The Remedial Plan will be subject to Customer’s approval, and where Customer does not accept the Remedial Plan proposed, Pizza Hut will make such changes as are reasonably necessary to address Customer’s concerns and submit a revised Remedial Plan for Customer review and approval. Once the Remedial Plan has been approved by Customer, Pizza Hut will, at its own cost, implement the remedial actions in accordance with the terms and timetable set out in the Remedial Plan, and Pizza Hut will ensure that the affected service levels are met over 2 consecutive reporting periods before the Escalation Process is closed.

6. Definitions.

6.1 **“Force Majeure Event”** means an extraordinary, unpredictable and overwhelming event that prevent the execution of the obligation or determines a partial, late or deficient fulfillment, as determined by Pizza Hut at its absolute and sole discretion;

6.2 **“Incident”** means any event, default or failure which causes or is likely to cause an interruption to or reduction in the quality of availability of the Services to operate in substantial accordance with the requirement of this Agreement;

6.3 **“Measurement Period”** means a calendar month during the Term save that the first Measurement Period of the Term will commence on the Effective Date of the Agreement and ends in that same calendar month, and the final Measurement Period of the Term will commence on the first day of the calendar month and will end on the expiry or termination of the Term.

6.4 **“Resolution**” means the permanent resolution of an Incident by the removal of its root cause of the provision of suitable Workaround for such Incident;

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6.5 **"Severity 1 Incident"** means an Incident preventing at least 5% of average daily users from accessing and utilizing core functions of the Services or any part of it. This category will include, but not be limited to:
- 6.5.1 Unable to submit routines;
- 6.5.2 Unable to view previous routines; and
- 6.5.3 User or store Services unavailable.

6.6 **"Severity 2 Incident"** means an Incident preventing at least 2% of users from accessing and utilizing the core functions of the Services or any part of it. This category will include, but not be limited to:
- 6.6.1 Ability to view opportunities;
- 6.6.2 Ability to mark opportunity as complete;
- 6.6.3 A category of core functions is not visible on the application or Services; and
- 6.6.4 Some data cannot be transmitted or uploaded to the application or Services.

6.7 **"Severity 3 Incident"** means Incidents which do not reduce the performance, functionality, or successful operation of the Services. Incidents that are cosmetic in nature and do not stop Customer from accessing any part of the Services. This category will include, but not be limited to:
- 6.7.1 Unable to view scorecard.

6.7 **"Workaround"** means a change that temporarily resolves an Incident.

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EXHIBIT N

STATE EFFECTIVE DATES

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STATE EFFECTIVE DATES

The following states require that the Franchise Disclosure Document be registered or filed with the states, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This Document is effective and may be used in the following states, where the document is filed, registered, or exempt from registration as of the Effective Date stated below:

State	Effective Date
California	Exempt
Hawaii	_____
Illinois	Exempt
Indiana	Exempt
Maryland	Exemption Pending
Michigan	March 25, 2025
Minnesota	_____
New York	Exempt
North Dakota	Exemption Pending
Rhode Island	Exemption Pending
South Dakota	_____
Virginia	Exemption Pending
Washington	Exemption Pending
Wisconsin	March 25, 2025

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulated the offer and sale of business opportunities or seller-assisted marketing plans.

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EXHIBIT O

RECEIPTS

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2025 PIZZA HUT, LLC
EXHIBIT L
RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If we offer you a franchise, we must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale, or sooner if required by applicable state law. State laws in (a) Connecticut and Michigan require us to provide you the disclosure document at least 10 business days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale, (b) New York requires us to provide you the disclosure document at the earlier of the first personal meeting or 10 business days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale, and (c) Iowa and Maine require us to provide you the disclosure document at the earlier of the first personal meeting or 14 days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale.

If we do not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and the state agency listed on Exhibit A.

The franchisor is Pizza Hut, LLC, located at 7100 Corporate Drive, Plano, Texas 75024. Its telephone number is 972-338-7700

Issuance date: March 25, 2025

The franchise seller for this offering is _____.

Pizza Hut, LLC authorizes the respective state agencies identified on Exhibit B to receive service of process for it in the particular state.

I received a disclosure document dated March 25, 2025, that included the following Exhibits:

A:	List of State Agencies	H-1:	List of Current Franchisees
B:	List of Agents for Service of Process	H-2:	List of Former Franchisees
C-1:	Location Franchise Agreement and State Amendments	I:	Financial Statements and Guaranty
C-2:	State Addenda to Disclosure Document	J	Yum Lending Assistance for Qualified Franchisee Applicants
D:	Release and Assignment	K:	Table of Contents of the Standards Library
E-1:	Pepsi-Cola Beverage Supply and Marketing Agreement - Franchisee Adoption Agreement	L:	Dragontail Adoption Agreement
E-2:	Comcast Adoption Agreement	M:	HutBot Digital Program Agreement
F	Confidentiality Agreement	N:	State Effective Dates
G	Pizza Hut Learning Management System Services and Support Agreement	O:	Receipts

Dated: _____

PROSPECTIVE FRANCHISEE:

If a corporation or other business entity

_____
(Name of Entity)

By: _____
(Print Name)

Its _____
(Title)

_____
(Print Name)

If an individual:

_____
(Signature)

_____
(Signature)

_____
(Print Name)

Please retain this copy for your records.

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2025 PIZZA HUT, LLC
EXHIBIT L
RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If we offer you a franchise, we must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale, or sooner if required by applicable state law. State laws in (a) Connecticut and Michigan require us to provide you the disclosure document at least 10 business days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale, (b) New York requires us to provide you the disclosure document at the earlier of the first personal meeting or 10 business days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale, and (c) Iowa and Maine require us to provide you the disclosure document at the earlier of the first personal meeting or 14 days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale.

If we do not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and the state agency listed on Exhibit A.

The franchisor is Pizza Hut, LLC, located at 7100 Corporate Drive, Plano, Texas 75024. Its telephone number is 972-338-7700

Issuance date: March 25, 2025

The franchise seller for this offering is _____.

We authorize the respective state agencies identified on Exhibit B to receive service of process for it in the particular state.

I received a disclosure document dated March 25, 2025 that included the following Exhibits:

A:	List of State Agencies	H-1:	List of Current Franchisees
B:	List of Agents for Service of Process	H-2:	List of Former Franchisees
C-1:	Location Franchise Agreement and State Amendments	I:	Financial Statements and Guaranty
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E-2:	Comcast Adoption Agreement	M:	HutBot Digital Program Agreement
F	Confidentiality Agreement	N:	State Effective Dates
G	Pizza Hut Learning Management System Services and Support Agreement	O:	Receipts

Dated: _____

PROSPECTIVE FRANCHISEE:

If a corporation or other business entity

If an individual:

_____ _____

_____

(Name of Entity) (Signature)

By:_____ _____

_____

(Print Name)

Its_____

(Title) _____

_____

(Signature)

_____ _____

_____

(Print Name) (Print Name)

You may return the receipt either by signing, dating, and mailing it to Pizza Hut, LLC at 7100 Corporate Drive, Plano, TX 75024, or by electronically signing and dating the receipt and sending it to the authorized franchise seller listed above or via DocuSign.

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