FRANCHISE DISCLOSURE DOCUMENT

LONG JOHN SILVER'S, LLC
(a Delaware limited liability company)
10350 Ormsby Park Place, Suite 300
Louisville, KY 40223
(502) 815-6100
www.ljsilvers.com

The franchisee will operate a quick-service restaurant under the name Long John Silver's offering a limited menu consisting primarily of fish, seafood and chicken and other complementary items (each one an "LJS Restaurant" or "Restaurant").

The total investment necessary to begin operation of an LJS Restaurant in a "traditional" format at an in-line or end-cap location ranges from $1,092,500 to $2,720,000, excluding real estate costs. This includes $63,500 to $77,000 that must be paid to the franchisor or its affiliate. The total investment necessary to begin operation of an LJS Restaurant in a "traditional" format at a freestanding location ranges from $1,872,500 to $4,160,000, excluding real estate costs. This includes $63,500 to $77,000 that must be paid to the franchisor or its affiliate.

The total investment necessary to begin operation of an LJS Restaurant in a non-traditional format ranges from $665,500 to $2,430,000, excluding real estate costs. This includes $28,500 to $52,000 that must be paid to the franchisor or its affiliate.

The total investment necessary begin operation under a Development Agreement ranges from $1,110,000 to $4,177,500, which includes the establishment of your first Restaurant but does not include the cost for establishing any additional Restaurants, and excluding real estate costs. This includes a development fee equal to $17,500 for each Restaurant you will develop (you must develop a minimum of 2 Restaurants) that must be paid to the franchisor or its affiliate.

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 governmental agency has verified the information contained in this document.**

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact the Franchise Administration Department, Attn.: Anthony Ellis, 10350 Ormsby Park Place, Suite 300, Louisville, KY 40223, (502) 815-6100.

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-FTCHELP or by writing to the FTC at 600 Pennsylvania Avenue, N.W., Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

ISSUANCE DATE: June 24, 2026

How to Use This Franchise Disclosure Document

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

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

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

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

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

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ITEM 1
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this Disclosure Document, "LJS," "we," "us" or "our" means Long John Silver's, LLC, the franchisor. "You," "your" or "Franchisee" means the person or entity who buys the franchise. If you are a corporation, general partnership, limited partnership, limited liability, or any other type of entity (an "Entity"), then your owners must sign our "Personal Guaranty" in their individual capacities, which means that all of the provisions of the Franchise Agreement and Development Agreement (both defined below) also will apply to your owners. If you are an Entity, all owners of a legal and/or beneficial interest in you are referred to as an "Owner."

The Franchisor

The Franchisor is Long John Silver's LLC, a limited liability company organized under the laws of the State of Delaware. We were originally incorporated as Long John Silver's, Inc. in Delaware on June 6, 1969, and effective on December 14, 2011 we converted to a Delaware limited liability company. Our principal business address is 10350 Ormsby Park Place, Suite 300, Louisville, KY 40223. If we have an agent in your state for service of process, we disclose that agent in Exhibit B to this Disclosure Document. From 1969 until December 2011, we also owned and operated LJS Restaurants. In October 2015, we began re-acquiring and operating certain LJS Restaurants through our wholly-owned subsidiaries LJS Opco One, LLC and LJS Opco Two, LLC. Except as described above, we have not conducted business or offered franchises in any other line of business and have offered franchises in this line of business since 1969.

The Franchisor's Business

We do business under the registered trade name "Long John Silver's" and using the trademarks, trade names, service marks, and commercial symbols defined below (collectively, the "Marks" or "Proprietary Marks"), such as "America's Favorite Seafood Restaurant", "Treasure Every Bite", and other Marks. We and our affiliates have been operating and franchising the right to operate LJS Restaurants to qualified persons for over fifty-five years, with the first LJS Restaurant opening in 1969 in Lexington, Kentucky.

LJS Restaurants offer a limited menu featuring fish, seafood, chicken and related items, including hushpuppies, crumblies, and distinctive sea-shares, platters, and combo meals. Restaurants are designed to serve food promptly and offer dine-in, delivery, carry-out and drive-thru service (where available). All LJS Restaurants, including your Restaurant, must use our Marks, business formats, methods, procedures, recipes, ingredient and preparation processes, signs, designs, layouts, digital technologies and mobile ordering and delivery requirements, loyalty program, and other standards and specifications (the "System").

LJS also offers licenses to operate LJS Restaurants using the Marks in foreign countries, and provides certain products and services to licensees who are located and do business in those foreign countries. Unless otherwise stated, the information in this Disclosure Document does not concern LJS international operations or licensing.

The Franchise Opportunity

This Disclosure Document covers franchise offerings for the right to operate an LJS Restaurant or LJS Restaurants in two types of venues: (1) traditional, full menu, limited service LJS Restaurants, which could be in venues such as freestanding, single-use restaurant buildings,

inline strip malls and/or strip center shopping locations ("Traditional Restaurants" or "LJS Traditional Restaurants"), and (2) limited menu, limited size and reduced service restaurants intended to serve consumers in a more limited format where a Traditional Restaurant may not be supported ("Non-Traditional Restaurants" or "LJS Non-Traditional Restaurants"). Non-Traditional Restaurants include LJS Restaurants located in or attached to a convenience store or other structure such as a shopping mall, food court, travel plaza, grocery or department store, college campus, airport location, stadium, or other non-traditional locations that are substantially smaller than an LJS Traditional Restaurant. We may designate certain LJS Non-Traditional Restaurants as "LJS Express" restaurants or any other designation or trade name we determine. In some cases, we may approve the development of an LJS Non-Traditional Restaurant through a modification or conversion of an existing convenience store or layout of another structure, or as part of the original plan for such structure. The terms "LJS Restaurants" and "Restaurants" used in this Disclosure Document refer collectively to Traditional Restaurants and Non-Traditional Restaurants.

Your receipt of this Disclosure Document does not mean that you will be approved as a Franchisee or that you may develop or open an LJS Restaurant. If you are interested in becoming a franchisee, you must first complete and sign the Request for Consideration Form ("Request for Consideration") which is attached as Exhibit C-8. The Request for Consideration requires you to disclose certain financial information to allow us to evaluate your qualifications as a potential franchisee as well as provide notice and consent of certain consumer reports and background checks that we will perform on you. The approval process may also require you to meet with certain LJS's personnel and leadership to interview you about your application and experience.

Should you be approved to continue the process, you must then sign a Site Agreement Form ("Site Agreement") in the format that is attached as Exhibit C-1 that identifies your proposed site for your LJS Restaurant for approval by LJS. Your Restaurant location must be approved by LJS. You should not acquire any interest in a site for a Franchised Restaurant until you have been approved as a franchisee (or, if you are already a franchisee, until you have been approved for expansion) and we have accepted the site in writing.

If LJS approves your LJS Restaurant site, you may then be offered the opportunity to sign a franchise agreement that gives you the right to construct and operate an LJS Restaurant at a specified location using LJS's restaurant system, trade dress, trademarks and service marks in the form attached to this Disclosure Document as Exhibit C. Unless otherwise indicated, all references in this Disclosure Document to "LJS Franchise Agreement" mean each of the Franchise Agreement and, if applicable, the Non-Traditional Restaurant Addendum.

The construction plans and designs of the proposed LJS Restaurant must be expressly approved by LJS and meet LJS's then-existing requirements for such LJS Restaurants (whether Traditional or Non-Traditional). This may include obligations to adhere to certain specifications concerning design, materials, layout, equipment, signage, and other requirements, and these requirements may be updated by LJS periodically in LJS's absolute discretion based on LJS's determination that such changes are necessary to improve the System, layout or design of the LJS Restaurants or customer experience in such restaurants. You will be required for engaging, at Your expense, a licensed architect for the construction of the LJS Restaurant. Upon your request, LJS may furnish you with certain plans and other construction information but we do not provide architecturally prepared plans for the construction of an LJS Restaurant. On occasion, we may approve deviations from our standards and requirements for certain LJS Non-Traditional Restaurants based on the facts and circumstances of the location in question, but may still impose

certain necessary restrictions or limitations on the location and the menu of such Non-Traditional Restaurants in our discretion.

Once constructed and approved by LJS to open for business, the initial term of the Franchise Agreement for a LJS Traditional Restaurant is generally 20 years with an option to renew for two consecutive five-year renewal terms and the initial term of the Franchise Agreement for an LJS Non-Traditional Restaurant is generally 10 years, although it will be negotiated on a case-by-case basis, with no option to renew. You must meet certain criteria to exercise any option to renew, including remodeling the LJS Restaurant to LJS's then-current standards.

Development Agreement Opportunities

In addition, for qualified franchisees that meet certain conditions who would like the right to develop multiple LJS Restaurants within a designated area (the "Development Area"), we also offer the opportunity to enter into a Development Agreement (the "Development Agreement) that grants the right to develop an agreed number of LJS Restaurants in accordance with a development schedule specified in the Development Agreement (the "Development Schedule"). You must agree to develop at least two LJS Traditional Restaurants to enter into a Development Agreement. Our current form of the Development Agreement is attached as Exhibit D. If you enter into a Development Agreement with us, you will be required to enter into Franchise Agreements and open and operate the LJS Restaurants in accordance with the deadlines set forth in the Development Schedule for each Restaurant (which will also be specified in each Franchise Agreement). If you fail to meet the deadlines and requirements set forth in the Development Agreement, we will have the right to terminate the Development Agreement. If the Development Agreement is terminated, you will lose all of your rights to develop the Development Area and the initial fees paid for any Restaurants for which Franchise Agreements have not been signed. However, the Franchise Agreement for each Restaurant which has been opened will not be terminated solely by reason of the termination of the Development Agreement.

Our then-current standard form of Franchise Agreement may have materially different terms than our current form of Franchise Agreement, except that the franchise fee for each Restaurant will remain the same as the fee in effect as of the date the Development Agreement was signed. Each Development Agreement will be between you and us, and each of your Owners will guaranty your obligation to us. Unless you sign a Development Agreement, you have no obligation, nor any right, to open any additional Restaurants.

Incentives

LJS offers the following incentives in connection with your Franchise Agreement for a new Traditional Restaurant if you meet certain criteria.

Veterans Incentive

The 2026 Veterans Incentive Program applies to new and existing franchisees who (i) are United States military veterans; (ii) have been honorably discharged from any branch thereof; (iii) provide LJS with a copy of their DD Form 214; (iv) own a majority interest in the franchised Traditional Restaurant; and, (v) otherwise meet LJS's requirements for the 2026 Veterans Incentive Program (the "Veteran Incentive Qualifications"). The available incentive is that you will be provided with $5,000 toward opening inventory.

New Unit Development Incentive.

The 2026 New Unit Development Incentive is available to franchisees who open a net new LJS Traditional Restaurant within 12 months of signing a Franchise Agreement. Upon meeting certain criteria and qualifying as a franchisee based on LJS's then-current standards, you will receive (a) a one-year abatement of the 5% royalty fee, and (b) a one-year abatement of up to 3% of the advertising fee, but you must pay a $20,000 grand opening advertising planning and development fee (the "Grand Opening Advertising Planning and Development Fee"). To qualify for the abatement incentives, during the abatement period, you must (a) remain current on all other financial obligations to LJS, (b) pass all food safety and restaurant standards audits, and (c) otherwise remain in compliance with all LJS brand standards and requirements. Following the end of the abatement, you must pay us the full royalty fee and advertising fee identified in the Franchise Agreement.

Multi-Unit Development Incentive – Abatements of Royalty and Advertising Fees

The 2026 Multi-Unit Development Incentive applies to franchisees who, within the same 12 month period, sign a Development Agreement and Franchise Agreements to develop at least two net new LJS Traditional Restaurants. If a franchisee meets certain criteria and qualifies as a franchisee based on LJS's then-current standards, signs Franchise Agreements to develop two net new LJS Traditional Restaurants within a 12 month period after signing the Development Agreement, and actually opens for business each of those two LJS Restaurants within 12 months of signing the applicable Franchise Agreement for the LJS Restaurant, then the franchisee will receive (a) a two year abatement of the 5% royalty fee, and (b) a one year abatement of up to 3% of the advertising fee, as long as the franchisee pays the $20,000 Grand Opening Advertising Planning and Development Fee for each LJS Restaurant. To continue to qualify for the abatement incentives during the abatement period, the franchisee must (a) remain current on all other financial obligations to LJS, (b) pass all food safety and restaurant standards audits, and (c) otherwise remain in compliance with all LJS brand standards and requirements.

If a franchisee meets certain specified criteria and maintains compliance as a franchisee based on LJS's then-current standards, signs Franchise Agreements to develop three or more net new LJS Traditional Restaurants within a 12 month period after signing the Development Agreement, and actually opens for business each of those three or more LJS Restaurants within 12 months of signing the applicable Franchise Agreement for the LJS Restaurant, then the franchisee will receive (a) a three year abatement of the 5% royalty fee, and (b) a one year abatement of up to 3% of the advertising fee, as long as the franchisee pays the $20,000 Grand Opening Advertising Planning and Development Fee for each LJS Restaurant. To continue to qualify for the abatement incentives during the abatement period, the franchisee must (a) remain current on all other financial obligations to LJS, (b) pass all food safety and restaurant standards audits, and (c) otherwise remain in compliance with all LJS brand standards and requirements. Following the end of the abatement, you must pay us the full royalty fee and advertising fee identified in the Franchise Agreement.

Competition in the Quick Service Restaurant Market

There is a clearly established market for quick-service food prepared away from home. The customer base for the quick-service restaurant market (which includes LJS Restaurants) includes the total population; however, the population age group between 18 to 54 years of age averages the greatest frequency of patronage of quick-service food establishments. LJS Restaurants serve

a wide range of age groups throughout the United States in a variety of locations, including LJS Traditional Restaurants and LJS Non-Traditional Restaurants. The restaurant business, including the quick service restaurant business, is highly competitive. The market is affected by many factors, including changes in competition in your market, changes in the public's eating habits and preferences, economic conditions that affect consumer spending, and trends in both populations and the area in which the LJS Restaurant may be located. By operating an LJS Restaurant, you will be competing with other local, regional or national restaurants offering similar fish and seafood products, as well as other restaurants offering other products with quick service. This may include other national and regional restaurant chains, including quick-service, full-service and casual-dining restaurants. You may also have to compete with other LJS franchised and company-operated Restaurants, including operations in non-traditional locations. The market for LJS's products is well developed in some areas, but in other areas it is underdeveloped or not developed at all.

Governmental Regulations

We are not aware of any laws or regulations applicable to LJS Restaurants or the quick-service industry that would not apply to restaurant businesses generally. However, you must comply with all local, state and federal laws that apply to your restaurant operations. Those laws include health, sanitation, no smoking, EEOC, OSHA, FDA, employment and sexual harassment laws. The Americans with Disabilities Act of 1990 requires readily accessible accommodations for disabled people and therefore may affect your building construction, site elements, entrance ramps, doors, seating, parking, bathrooms, drinking facilities, etc. Certain state and federal laws require food establishments to disclose nutritional information. You must also obtain real estate permits and licenses and operational licenses, including licenses necessary for the operation of drive-thru headsets and the use of copyrighted music. We strongly urge you to consult with an attorney concerning these and other local laws and ordinances that may affect your restaurant operations.

The Franchisor's Parents, Affiliates and Predecessors

We are a wholly-owned subsidiary of LJS Partners LLC ("LJSP") a Delaware limited liability company that on December 16, 2011, purchased the stock of Long John Silver's, Inc. from Yum! Brands, Inc. ("Yum") and Yorkshire Global Restaurants, Inc. ("YGR"). LJSP's principal business address is 10350 Ormsby Park Place, Suite 300, Louisville, KY 40223.

On October 10, 2022, Trinity Holdings, LLC ("Trinity") and the then-current owners of all of LJSP's issued and outstanding membership interests ("Sellers") entered into a Unit Purchase Agreement, pursuant to which Trinity agreed to purchase from Sellers all of the issued and outstanding membership interests of LJSP (the "Transaction"). Under the Unit Purchase Agreement, Trinity had the right to designate a third-party as the buyer prior to the closing of the Transaction. On November 6, 2022, Trinity designated Four Oaks Partners, LLC ("Four Oaks") as the buyer, and the Transaction subsequently closed on November 6, 2022. Following the closing of the Transaction, Four Oaks owns all of the outstanding membership interests of LJSP and is our ultimate parent. Four Oaks' principal business address is 1111 Gateway Service Park Road, Morristown, TN 37813.

Neither LJSP, Four Oaks, nor any of their or our affiliates offer products or services to existing franchisees or sell franchises in this or any other line of business.

We have no other parents, affiliates or predecessors required to be disclosed in this item.

ITEM 2
BUSINESS EXPERIENCE

Chief Executive Officer (LJS Partners LLC and Long John Silver's, LLC): Nate Fowler

Nate Fowler was named Chief Executive Officer of LJSP and LJS in Louisville, Kentucky in February 2025. From February 2023 to February 2025, Mr. Fowler was the President of LJSP and LJS in Louisville, Kentucky. From July 2016 to February 2023, Mr. Fowler was the SVP and Managing Director of Pinnacle Wealth Advisors in Nashville, Tennessee.

Senior Vice President, Chief Financial Officer and Treasurer (LJS Partners LLC and Long John Silver's, LLC): Craig Daniel

Craig Daniel was named Senior Vice President, Chief Financial Officer and Treasurer of LJSP and LJS in Louisville, Kentucky in December 2011.

Chief Technology Officer and Head of Brand Operations (LJS Partners, LLC Long John Silver's, LLC): Tim Newton

Tim Newton was named Chief Technology Officer and Head of Brand Operations of LJSP and LJS in Louisville, Kentucky in February 2026. From July 2024 to January 2026, he was the Chief Technology Officer of LJS. From January 2022 to April 2024, he was Chief Technology Officer of ASAP.Com in Lafayette, Louisiana. From June 2021 to January 2022, he was Chief Technology Officer of Fat Tuesday in Louisville, Kentucky.

Chief Marketing Officer (LJS Partners, LLC and Long John Silver's, LLC): Laura Curth Ellis

Laura Curth Ellis was named Chief Marketing Officer of LJSP and LJS in Louisville, Kentucky in October 2025. She worked for KFC, LLC in Louisville, Kentucky from January 2020 to September 2025, from February 2025 to September 2025 as its Sr. Director of Retail Marketing, from January 2023 to February 2025 as its Director of Marketing Innovation, from February 2022 to January 2023 as its Sr. Brand Manager of Innovation, and from January 2020 to February 2022 as its Brand Manager of Innovation.

Chief People Officer (LJS Partners, LLC and Long John Silver's, LLC): Ashley Underwood

Ashley Underwood was named Chief People Officer of LJSP and LJS in Louisville, Kentucky in March 2026. From October 2023 to February 2026, Ms. Underwood was the Vice President, Human Resources of LJS in Louisville, Kentucky. From November 2021 to October 2023, Ms. Underwood was the Vice President, Human Resources for UW Solutions in Louisville, Kentucky. From June 2020 to November 2021, Ms. Underwood served as the VP of People for Crunch Fitness Austin, working remotely from Louisville, Kentucky and Austin, Texas.

Senior Vice President, Financial Planning & Analysis (Long John Silver's, LLC): Billy Higdon

Billy Higdon was named Senior Vice President, Financial Planning & Analysis of LJS in Louisville, Kentucky in September 2022. From September 2021 to September 2022, Mr. Higdon was the Chief Accounting & Finance Officer and Partner of Endeavor Restaurant Group in Louisville, Kentucky. Prior to that, he was with Papa John's International in Louisville, Kentucky for over 19 years, serving from July 2003 to September 2021 as the Vice President of North America Financial Planning & Analysis.

Senior Vice President, General Counsel (LJS Partners LLC and Long John Silver's, LLC): Anthony P. Ellis

Anthony Ellis was named Senior Vice President, General Counsel of LJSP and LJS in Louisville, Kentucky in March 2026. From May 2023 to February 2026, Mr. Ellis was the Vice President, General Counsel of LJSP and LJS. From March 2022 to May 2023, Mr. Ellis was the General Counsel and Corporate Secretary for V-Soft Consulting Group, Inc. in Louisville, Kentucky. From December 2019 to March 2022, he was employed by the Commonwealth of Kentucky in Frankfort, Kentucky, serving as its General Counsel for the Kentucky Cabinet for Economic Development from December 2019 to March 2022.

Head of Supply Chain and Commercialization (Long John Silver's, LLC): Christopher Caudill

Christopher Caudill was named Head of Supply Chain and Commercialization of LJS in Louisville, Kentucky in October 2025. From September 2021 to September 2025, he was the Senior Vice President, Marketing and Innovation of LJS. Prior to this, Mr. Caudill was Vice President, Marketing of LJS in Louisville, Kentucky from June 2019 to September 2021.

Senior Franchise Business Coach (Long John Silver's, LLC): Missy Kualapai

Missy Kualapai has worked with LJS for over ten years, and was named Senior Franchise Business Coach of LJS in Louisville, Kentucky in April 2024. From January 2020 to March 2024, Ms. Kualapai was Franchise Training Manager for LJS in Louisville, Kentucky.

Director, National Operations (Long John Silver's, LLC): Sherry Blissett

Sherry Blissett was named Director, National Operations of LJS in Louisville, Kentucky in February 2021.

ITEM 3
LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

On April 2, 2024, ASAP, Inc. ("ASAP"), a provider of online third-party delivery services for which our Chief Technology Officer, Tim Newton, served as Chief Technology Officer at the time, filed a Chapter 7 filing with the Delaware Bankruptcy Court under *In re ASAP, Inc.*, Case No. 24-10681-MFW. ASAP's Chapter 7 filing was submitted as part of the bankruptcy proceedings of ASAP's parent company, Waitr Holdings Inc. ("Waitr"), in the Delaware Bankruptcy Court under *In re Waitr Holdings Inc.*, Case No. 24-10676-MFW. The current address of ASAP is PO Box 3785, Lafayette, LA 70502 (Tax ID 83-2249871) and the current address of Waitr is PO Box 3785, Lafayette, LA 70502 (EIN 26-3828008).

Other than as disclosed above, there are no bankruptcies that are required to be disclosed in this Item.

ITEM 5
INITIAL FEES

Development Agreement Fee

If you sign a Development Agreement to develop multiple LJS Restaurants, at the time you sign the Development Agreement, you must pay a development fee of $17,500 for each Restaurant that we authorize you to develop. The Development Fee is fully earned and non-refundable in consideration of the administrative and other expenses we incur in entering into the Development Agreement and for our lost or deferred opportunity to enter into a Development Agreement or one or Franchise Agreements with others. At the time that you sign the Development Agreement you may also be required to enter into the franchise agreement for the first LJS Restaurant to be developed under the Development Agreement.

Initial Franchise Fees

The initial franchise fee for a Traditional Restaurant is $35,000. You must pay the entire fee in a lump sum when you sign the Franchise Agreement. If you have executed a Development Agreement to develop more than one LJS Restaurant, you must sign a franchise agreement prior to opening each LJS Restaurant. We will credit the $17,500 development fee that you paid for each additional LJS Restaurant that you develop under the Development Agreement against the initial franchise fee due for that Restaurant when you sign the Franchise Agreement.

The initial franchise fee for a Non-Traditional Restaurant is $20,000 payable upon the execution of the LJS Franchise Agreement and Non-Traditional Restaurant Addendum.

Grand Opening Advertising Planning and Development Fee

Franchisees of Traditional Restaurants (including Inline and freestanding) will be required to pay us a $20,000 Grand Opening Advertising Planning and Development Fee associated with pre-opening and opening advertising, planning and development services, or such lesser amount as we determine based on the specific needs and market of the franchised Restaurant. Franchisees of Non-Traditional Restaurants will be required to pay us a Grand Opening Advertising Planning and Development Fee that ranges from $0 to $10,000 depending upon the facts and circumstances of the Non-Traditional Restaurant (for example, Non-Traditional Restaurants in captive locations such as those at arenas, airports and other similar facilities may have no Grand Opening Advertising Planning and Development Fee, whereas Non-Traditional Restaurants in non-captive locations such as schools, military campuses, malls, and other similar locations may be required to pay a $10,000 Grand Opening Advertising Planning and Development Fee). The Grand Opening Advertising Planning and Development Fee is payable in a lump sum when you sign the Franchise Agreement, is non-refundable, and is fully earned when due.

Technology and Computer System Support Services

You must sign the LJS Technology and Support Services Agreement. Certain technology and support services for your computer system under the LJS Technology and Support Services Agreement will be performed by LJS and you must pay us for these services. The initial fees you must pay us for the technology and support services provided under the LJS Technology and Support Services Agreement are approximately $2,400. The initial fees for technology and support services are non-refundable and fully earned once you sign the Franchise Agreement.

Reimbursement of Pre-Opening Assistance Expenses

LJS will furnish a representative to assist in the opening activities of your Restaurant, and you must reimburse LJS for its representative's meals, lodging, travel and other related and incidental expenses associated with providing this assistance. We estimate these costs will range from approximately $7,500-$15,000. Upon your request, or if LJS deems necessary, the representative will remain for an additional reasonable period determined by LJS to provide additional assistance, and you must reimburse LJS for its representative's salary and meals, lodging, travel and other related and incidental expenses during this additional period. These costs are non-refundable.

Transfer Fees for New Franchisees

If you are acquiring your first LJS Restaurant from an existing franchisee or from our corporate operating affiliates LJS Opco One, LLC or LJS Opco Two, LLC, you may be required to pay a one-time $5,000 transfer fee for the first restaurant being transferred, and between $2,500 for each additional LJS restaurant being transferred. Such fees are fully earned at the time that we formally approve the transfer and assignment agreement effectuating such transfer of the franchise agreement for the LJS Restaurant at issue.

Reduction of Initial Fees

In the future, we may decrease these fees in whole or part periodically on rare occasions when (a) the development of new LJS Restaurants in certain markets that we have targeted for growth, (b) in certain situations where a franchisee is taking over operations of an LJS Restaurant from an existing franchisee that is having financial difficulties or is deemed by us to be non-compliant under the terms of the Franchise Agreement, (c) in connection with the reopening of an LJS Restaurant that has recently closed, or (d) we and you agree to enter into a new franchise agreement prior to the expiration of your existing franchise agreement in connection with an approved remodel of your existing Restaurant.

We waived the initial franchise fees for two existing franchisees' net new LJS Traditional Restaurants during the 2025 fiscal year as part of the franchisees' agreements to renovate a large number of existing LJS Traditional Restaurants. We also waived the Grand Opening Advertising Planning and Development Fees for one of those franchisees and agreed to reduce the Grand Opening Advertising Planning and Development Fees for the other of those franchisees who has not yet opened to our actual costs, which may be less than $20,000. We did not otherwise reduce or waive any of the fees described above for any franchisee during our 2025 fiscal year.

In addition, should you qualify (as we solely determine) for any incentive programs or other sales promotions we are then offering in connection with sales of new franchises, or accelerated openings of franchises not yet opened (as the case may be), then your initial franchise fee or other applicable amounts due under the Franchise Agreement may be reduced according to conditions of that promotional offer (including signing an addendum to the Franchise Agreement, as we may then require). We describe certain promotional offers currently in effect on the issuance date of this Franchise Disclosure Document in Items 1 and 6.

ITEM 6
OTHER FEES

(1) TYPE OF FEE [1]	(2) AMOUNT	(3) DUE DATE	(4) REMARKS
Royalty	5% of Gross Receipts for Traditional Restaurants. 6% of Gross Receipts for Non-Traditional Restaurants	Monthly by the 20th of the month following the end of the month in which sales were generated.	The payment of this royalty fee is consideration for the right to use the Proprietary Marks of the Company. "Gross Receipts" include generally all revenue from the LJS Restaurant, excluding local and state sales taxes, certain discounts, and other items.
Advertising	5% of Gross Receipts for Traditional Restaurants. 1% of Gross Receipts for Non-Traditional Restaurants.	Monthly by the 20th of the month following the end of the month in which sales were generated.	"Gross Receipts" include generally all revenue from the LJS Restaurant, excluding local and state sales taxes, certain discounts, and other items.
Cost of Testing Products and Equipment	LJS's actual costs	As incurred	If you want to use any products, equipment or other items that LJS has not approved, you may request that LJS approve the item. You must pay any costs incurred by LJS in connection with the testing.
Transfer[2]	$5,000 per LJS Franchise Agreement transferred. Cost varies if transferring multiple LJS Franchise Agreements.	Before consummation of transfer.	See Footnote 2
Audit	Costs and expenses of audit, and interest of (i) the maximum permitted by Kentucky law or (ii) 1 ½% per month from the due date until paid on any understated or underpaid amount, if understatement or underpayment is 3% or more	At time discrepancy is discovered.	Costs and expenses include travel expenses, and accounting and legal fees.
Late Fee	The lesser of (i) the maximum permitted by Kentucky law or (ii) 1 ½% per month from the due date until paid.	As incurred.	

(1) TYPE OF FEE [1]	(2) AMOUNT	(3) DUE DATE	(4) REMARKS
Indemnification	Will vary	As incurred.	LJS requires you to compensate or reimburse it for all costs, including legal fees and court costs incurred in defending claims, suits, proceedings or judgments arising in connection with your operation of the Restaurant.
Attorney's Fees and Costs	LJS's actual costs	Upon termination of LJS Franchise Agreement for franchisee's default, as incurred by LJS	
Liquidated Damages	Amount equal to the Gross Receipts for the 12 month period immediately preceding the termination or breach multiplied by a factor equal to two times the royalty rate	Upon termination of LJS Franchise Agreement for franchisee's breach or default	
Insurance Premiums	Will Vary	Upon Franchisee's failure to pay for required insurance coverage, as incurred by LJS.	You must pay LJS's costs, plus a reasonable administrative fee, incurred in placing insurance for you.
LJS Technology and Support Services Agreement Fees (not including the Digital Transaction Fee)	Up to $2,000 annual charges	Payable as agreed to with LJS. All fees are due and payable in advance on a monthly or annual basis as outlined in the agreement.	Fees vary according to services and one-time charges
Digital Transaction Fee[3]	3.5% of Gross Receipts of all digital transactions.	Quarterly	Digital Transaction Fee covers technology development, administration and other costs and expenses of LJS's digital technology infrastructure and loyalty programs. LJS may adjust, modify, or increase the fee pursuant to the terms of the LJS Technology and Support Agreement, with increases capped at up to 5% per year.
Food Safety Audits	LJS may cause a third party vendor to conduct Food Safety Audits of your Restaurant. LJS currently does not charge franchisees any fees for the first assessment, but you will be	As incurred.	The cost currently incurred by LJS for reassessments ranges from $183 - $250, plus any applicable taxes, per restaurant reassessment. You will incur the cost of the inspection in the case of a

(1) TYPE OF FEE [1]	(2) AMOUNT	(3) DUE DATE	(4) REMARKS
	required to pay for reassessments after a failure and in the case of a refused entry.		reassessment or a refused entry.
Voice of the Customer	$288-$400 annual charges per restaurant	Due and payable in advance on a monthly basis.	Payment is collected by LJS and remitted to the third party vendor providing the service.
Rent[4]	Variable	Due pursuant to the terms of the applicable lease for the property.	Payment is made to LJS or an affiliate or subsidiary of LJS as LJS may designate from time to time.
Remodel Re-Opening Advertising Promotion Fee	$5,000 per remodel	Due and payable at least 30 days in advance of re-opening after any remodel	Fee to cover promotional advertising related to re-opening after a remodel
Equipment Purchasing Administrative Fee	Not to exceed 5% of cost of equipment		We may purchase certain equipment in bulk at a discounted rate from approved suppliers and offer it for resale to you as a pass-through expense, and may charge a reasonable administrative fee associated with such a purchasing and resale program
Special/additional approved local advertising and marketing plans and materials	At cost, to include reasonable overhead	As incurred.	Upon your written request, we or our designee(s) will provide you with special or additional approved local advertising and marketing plans and materials

1. Except as noted, fees described in the above chart are charged by LJS, are payable to LJS, are uniformly imposed, and are fully earned and nonrefundable upon signing the Franchise Agreement.

2. Transfer Fees. Transfer fees are calculated as follows*:* (a) for transfers of an LJS Franchise Agreement from Franchisee to existing Long John Silver's franchisees or franchisees of Company affiliates, $5,000 for the first LJS Franchise Agreement transfer and $2,500 for each additional transfer consummated as part of the same transaction; (b) for transfers of an LJS Franchise Agreement from Franchisee to parties other than existing Long John Silver's franchisees or franchisees of Company affiliates, $5,000 for the first LJS Franchise Agreement transfer and $2,500 for each additional transfer consummated as part of the same transaction; (c) in the case of an assignment by Franchisee (if an individual) to a corporation for convenience of ownership, or for transfers of interests or partial interests in Franchisee, $5,000; and (d) in the case of the assignment by Franchisee to an affiliate as a contemporaneous part of the assignment of additional franchise agreements for LJS Restaurants by Franchisee to an affiliate, the transfer fee will be $5,000 for the first LJS Franchise Agreement transferred and $2,000 for each additional transfer consummated as part of the same transaction, not to exceed $10,000.

3. Digital Transaction Fees. You must sign the LJS Technology and Support Services Agreement under which we grant you the right to use and you assume the obligation to use various technology platforms and services that enable you to provide ordering, delivery and loyalty programs through the LJS mobile application or website. This fee applies to nearly all digital transactions that are processed through the LJS mobile application or website and on digital ordering kiosks. Under the LJS Technology and Support Services Agreement, we can increase or decrease this fee once per year to cover our costs and expenses in providing and expanding these technology platforms. This fee will not be increased or decreased during calendar year 2026, and will not be increased by more than 5% per year. You may not deduct any digital transaction fees from the calculation of Gross Receipts, and any such fees are in addition to any recurring fees or other amounts payable by you under the Franchise Agreement (including any royalties or advertising contributions). You will pay this fee quarterly based on the total dollar value of your digital transactions in the preceding quarter. The LJS Technology and Support Services Agreement you must sign is attached at Exhibit C-4.

4. Rent and Lease Obligations. In certain circumstances, LJS or one of its affiliates or designees may lease to you the real property and building where the LJS restaurant that you are operating is located pursuant to either a direct lease or a sublease. The rent you will pay as a lessee or sublessee will depend upon the particular terms of the lease document, and is based on a fixed price that is not affected by the sales of the Restaurant. In some cases, LJS may lease the premises of your Restaurant to you at a premium over LJS's costs. Each lease will grant you specific rights and impose on you specific obligations based on the facts and circumstances of each transaction, and you should consult a lawyer prior to entering into a lease with LJS or its affiliates or designees for any real property.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT – LJS TRADITIONAL RESTAURANT [1]

(1) Type of Expenditure	(2) Amount - In-Line/End-Cap Restaurant[3]	(2) Amount - Freestanding Restaurant[2]	(3) Method of Payment	(4) When Due	(5) To Whom Payment is to be made
Initial Franchise Fee[4]	$35,000	$35,000	Lump Sum	On Signing Franchise Agreement	LJS
Real Estate/Lease Expenses[5]	Note 5	Note 5	As Agreed	As Incurred	Property Owner, Lender
Construction Costs[6]	$500,000 - $1,500,000	$1,250,000 - $3,000,000	As Agreed	As Incurred	Third Party
Furniture, Fixtures & Equipment[7]	$200,000 - $350,000	$225,000 – $350,000	As Agreed	As Incurred	Third Party
Signage/Awnings[8]	$50,000 - $200,000	$50,000 - $200,000	As Agreed	As Incurred	Third Party
Computer Systems and Digital Technology[9]	$90,000-$125,000	$95,000-$125,000	As Agreed	As Incurred	LJS, Third Party
Pre-Opening Salaries, Training, and Assistance[10]	$72,500 - $115,000	$72,500 - $115,000	As Agreed	As incurred	LJS, Third Party
Start-up Inventory[11]	$35,000 - $45,000	$25,000 - $35,000	As Agreed	As Incurred	Third Party
Grand Opening Advertising Promotion and Development Fee[12]	$20,000	$20,000	Lump Sum	On Signing Franchise Agreement	LJS or Designee

(1) Type of Expenditure	(2) Amount - In-Line/End-Cap Restaurant[3]	(2) Amount - Freestanding Restaurant[2]	(3) Method of Payment	(4) When Due	(5) To Whom Payment is to be made
Soft Costs[13]	$40,000 - $200,000	$50,000 - $150,000	As Agreed	As Incurred	Third Parties
Additional Funds[14] (3 months)	$50,000 -$130,000	$50,000 -$130,000	As Incurred	As Incurred	Employees, Third Parties
TOTAL[15]	$1,092,500 - $2,720,000(excluding real estate costs)	$1,872,500 - $4,160,000 (excluding real estate costs)			

1. **Basis for Estimates**. The above chart shows cost estimates for Traditional Restaurants located in either (a) a single use, freestanding building, (b) in-line locations where the LJS Restaurant is in a building that has other businesses to one or both sides, or (c) end-cap locations where the LJS Restaurant is in an in-line building but is occupying one of the far ends of the buildings. Many factors, including the type and size of the Traditional Restaurant and its location, will affect final actual costs. The estimates included above were compiled based upon information obtained from our and our affiliates, managers' and officers' experience in the restaurant business, recent company-owned LJS Restaurant openings, and comparative costs and expenses disclosed by other quick-service restaurant brands for similar restaurants. Fees payable to third parties may or may not be refundable, depending upon your contract or arrangement with the third party.

2. **Freestanding Traditional Restaurant Specifications.** The estimates in this column reflect estimates for construction of a new freestanding Traditional Restaurant with an area of 2,250 square feet that seats 35 to 45 customers.

3. **Inline/End-Cap Traditional Restaurant Specifications.** The amount of leasable space required to construct a new Traditional Restaurant that is in a strip shopping center is approximately 2,250 square feet depending on the type of Traditional inline or end-cap restaurant selected. LJS and its franchisees have not developed many Traditional Restaurants that are inline or end-cap in recent years, so the costs in the above chart represent approximates based on past corporate experiences among its officers, managers and ownership group, and comparative costs and expenses disclosed by other quick-service restaurant brands for similar restaurants.

4. **Initial Franchise Fee.** LJS charges a $35,000 initial franchise fee for each LJS Traditional Restaurant you may develop and operate. As noted herein, certain discounts and incentives may apply to such initial fees as described in Item 5. Initial franchise fees for LJS Restaurants are fully earned and non-refundable at the time that you execute the Franchise Agreement.

5. **Real Estate/Leasing Costs.** We expect that you will buy or lease unimproved property and construct the LJS Restaurant. The cost of commercial land, whether you lease or buy, may vary considerably depending upon the location and conditions affecting the market for commercial property. Real estate costs may further vary significantly depending on numerous factors, including whether you purchase for cash or finance your purchase, and may also require you to acquire and spend money to obtain permits and pay any brokers involved in the transaction. Because of significant variations, real estate costs and/or

leasing costs are not included in the Initial Investment estimate in this Item 7. Typically, at least 30,000 square feet of land with approximately 160 feet of frontage is needed for the LJS Restaurant and adjacent parking facilities. Local building codes may require that the LJS Restaurant be placed on a larger lot. The purchase of unimproved property of the size required may range from $650,000 to $1,100,000 or more, but ultimately is subject to a wide variety of factors that may affect the price.

Lease payments made by you to third party lessors should you choose to lease the premises where your LJS Restaurant is located may vary greatly depending on the property size, type of transaction and location. Lease agreements for the land may include the following expenses: taxes, insurance, maintenance, fixed rent (with escalations), percentage rent and other charges related to the operation of the Franchised Restaurant. Rental costs may include (in addition to base rent) percentage rent, common area maintenance or other occupancy costs. The rent for unimproved property may range from $3,000 to $15,000 or more per month or approximately 10% per year of the fair market or agreed upon land value. You may be required to pay the first and last months' lease payment upon signing your lease agreement.

6. **Building and Construction Costs**. Construction costs include building costs, site preparation costs, architectural and engineering fees. The construction costs also vary considerably according to the amount of site work required, local building and zoning ordinances, prevailing construction costs in the geographic region, specialized conditions or requirements and other factors. As noted above, many factors, including the type and size of the LJS Restaurant and its location, and the timing of construction and current price of construction materials, will affect final costs. The estimates above do not include extra cost for the addition of a cash window in conjunction with a single or double drive through lane, or additional costs to the extent that you wanted to add a second drive-thru lane, both of which could increase the costs above the estimates identified above, and in some cases such changes could result in substantial increases in your building and construction costs of your LJS Restaurant of $80,000 to $120,000 or greater. Prior to commencing any such building or construction activities you should carefully review your agreements with any contractors you select and any estimates you receive.

   For inline and end-cap restaurants, some or all of the costs of construction and remodeling are often financed as part of lease payments. Construction costs identified above for inline and end-cap LJS Restaurants are estimates relating to the leasehold improvements needed for the LJS Restaurant, and do not include construction of the strip or shopping center building within which the LJS Restaurant would be located.

7. **Furniture, Fixtures and Equipment**. You are required to purchase or lease only approved furniture, fixtures and equipment, and such approved items may cost more than similar products from unapproved manufacturers or that have not been approved by LJS. Such products may include kitchen and serving line equipment, a décor package, refrigeration and installation, a safe, miscellaneous small wares, and other items.

8. **Signage and Awnings**. Signage and awning expenses may vary greatly depending on the size and location of the sign. If a high-rise (interstate) sign is used, these costs may be at the high end (or even in some limited cases, exceed) the range of these estimates.

9. **Computer Systems and Digital Technology**. You must purchase a computer system and other digital technology that meets our specifications and complies with our current

brand standards and requirements under the Franchise Agreement, which is attached to this Disclosure Document as Exhibit C and LJS Technology and Support Services Agreement, which is attached to this Disclosure Document as Exhibit C-4. Our current technology and computer requirements are further outlined in Item 11. These include, among other things, a requirement that new LJS Restaurants include installation of digital menu boards both inside and outside, digital ordering kiosks, AI technologies (as determined and required by us), the designated point-of-sale system (currently Genius POS) and a designated back-of-house database and computer system (among other hardware and software technologies), drive thru headsets and intercom equipment, a music player and sound system and our Network of the Future managed internet system (cameras are approved but are not required in all stores). Because of the rapid pace that technology develops, our technology and computer requirements are subject to change with limited noticed as reflected in the agreements referenced above. Certain enhancements may be optional but recommended by LJS for a certain period of time prior to becoming a brand standard requirement.

10. **Pre-Opening Salaries, Training and Assistance**. You and your employees will be required to undergo certain training prior to opening your first LJS Restaurant, and LJS will supply certain personnel to ensure that your opening and initial operations are in accordance with the standards and requirements outlined in the Franchise Agreement. An estimated $15,000 to $30,000 of this range represents your costs associated with sending you and certain of your employees that LJS requires to an existing franchisee's certified training Restaurant or other location designated by LJS for training. While there is currently no tuition or registration fee payable for this training, such fees may be added in the future. $500 to $5,000 of this range is payable to third party vendors for training-related supplies, materials and meeting room facilities, while the remaining amount is the estimate to cover your employees' salaries, wages, benefits, meals, lodging, travel- and other related and incidental expenses incurred during the training process. The total amount of these expenses varies according to a number of factors, including distance and mode of travel, number of employees trained, etc. An estimated $57,500 to $85,000 of this range represents your labor costs (manager's salary and crew wages) for the period during which an LJS representative assists with the opening activities at the Restaurant and reimbursement of LJS's costs and expenses for meals, lodging and travel associated with sending its representative to assist with the opening activities at the Restaurant. Upon your request, or if LJS deems necessary, the representative will remain for an additional reasonable period determined by LJS to provide additional assistance, and you must reimburse LJS for its representative's salary and meals, lodging, travel and other related and incidental expenses during this additional period.

11. **Start-Up Inventory.** Start-up inventory includes the inventory necessary for the one-week pre-opening training period and the first week of post-opening operations.

12. **Grand Opening Advertising Planning and Development Fee**. The Grand Opening Advertising Planning and Development Fee is due and owing at the signing of the LJS Franchise Agreement and is fully earned and non-refundable at such time. These fees go to support associated with pre-opening and opening advertising, planning and development services of your LJS Restaurant, and do not include any sums you may choose to spend on such advertising in addition to such sums.

13. **Soft Costs.** These costs include required building permits, impact fees, taxes, bonds, licenses and other fees, which can vary dramatically depending on the location, as well

as legal, accounting, administrative, permitting, architectural, design and miscellaneous other professional fees that you may incur before you open for business.

14. **Additional Funds**. You will need capital to support on-going and miscellaneous business expenses to the extent that such costs are not covered by your initial sales revenue. Additional funds include inventory and insurance costs for three months' operations, and labor costs (manager's salary and crew wages) for the first three months' operations. The included insurance costs include only that insurance required by law or the LJS Franchise Agreement and related to the operation of the Restaurant: worker's compensation, comprehensive general liability, and building/equipment coverage at replacement cost. These insurance costs will vary depending upon such variables as payroll, size and construction of Restaurant building, and physical location of the Restaurant. In using a three-month period as the initial phase of operations, LJS has relied upon its experience in developing and operating company Restaurants and its franchisees' reported experiences in developing and operating Restaurants.

15. **Financing**. LJS does not currently finance any of these initial expenses. LJS reserves the right to offer financing programs for all or any of these items in the future upon terms determined by LJS in its discretion.

YOUR ESTIMATED INITIAL INVESTMENT – NON-TRADITIONAL RESTAURANT[1]

(1) Type of Expenditure	(2) Amount	(3) Method of Payment	(4) When Due	(5) To Whom Payment is to be made
Initial Franchise Fee[2]	$20,000	As Agreed	On Signing Franchise Agreement	LJS
Leasing Costs[3]	Varied (not included herein)	As Agreed	As incurred	Third Party
Construction/Upfitting Costs[4]	$250,000 - $1,500,000	As Agreed	As Incurred	Third Party
Furniture, Fixtures & Equipment[5]	$175,000 - $350,000	As Agreed	As Incurred	Third Party
Signage/Awnings[6]	$20,000 - $175,000	Lump Sum	On Signing Franchise Agreement	Third Party
Computer Systems and Digital Technology[7]	$60,000-80,000	As Agreed	As Incurred	LJS, Third Party
Pre-Opening Salaries, Training, and Assistance[8]	$72,500 - $115,000	As Agreed	As Incurred	Third Party
Start-up Inventory[9]	$15,000-$20,000	Lump Sum	On Signing Franchise Agreement	Third Parties
Grand Opening Advertising Planning and Development Fee[10]	$0 - $10,000	As Agreed	As Incurred	Third Parties
Soft Costs[11]	$3,000 - $30,000	As Incurred	As Incurred	Employees, Third Parties
Additional Funds[12]	$50,000-$130,000	As Incurred	As Incurred	Employees, Third Parties

(1) Type of Expenditure	(2) Amount	(3) Method of Payment	(4) When Due	(5) To Whom Payment is to be made
TOTAL[13]	$665,500 - $2,430,000 (excluding real estate costs)			

1. **Basis for Estimates**. Costs and expenditures associated with non-traditional facilities will vary greatly due to differences in site location, operational costs or savings associated with co-branding of businesses like gas stations, convenience stores and other retail and food operations and other similar factors. The above chart shows cost estimates for Non-Traditional Restaurants, which may include LJS Restaurants that serve a more limited menu than a LJS Traditional Restaurant and be located in a wide variety of non-traditional venues, including LJS Restaurants that are located in or attached to a convenience store or other structure such as a shopping mall, food court, travel plaza, grocery or department store, college campus, airport location, stadium, or other non-traditional locations that are substantially smaller than our standard LJS Traditional Restaurant. Many factors, including the type and size of the Non-Traditional Restaurant and its location, will affect final actual costs. The estimates identified herein were compiled based upon information obtained from LJS's and our affiliates, managers and officer's experience in the restaurant business, and comparative costs and expenses disclosed by other quick-service restaurant brands for similar restaurants. Fees payable to third parties may or may not be refundable, depending upon your contract or arrangement with the third party.

2. **Initial Franchise Fee.** LJS charges a $20,000 initial franchise fee for an LJS Non-Traditional Restaurant. As noted herein, certain discounts and incentives may apply to such initial fees as described in Item 5. Initial franchise fees for LJS Non-Traditional Restaurants are fully earned and non-refundable at the time that you execute the Franchise Agreement.

3. **Leasing Costs.** We expect that you will lease the space where your LJS Non-Traditional Restaurant will be located, in which case you will have specific leasing costs, or that you will add an LJS Non-Traditional Restaurant to a space that you already own or lease, in which case you should not have any additional lease expenses. If you are required to lease the space, lease payments made by you to third party lessors may vary greatly depending on the property size, type of transaction and location. Lease agreements may include the following expenses: taxes, insurance, maintenance, fixed rent (with escalations), percentage rent and other charges related to the operation of the LJS Restaurant. You may be required to pay the first and last months' lease payment upon signing your lease agreement. In some cases, the costs of renovating or upfitting the space where the LJS Non-Traditional Restaurant is located may be included in the amount of the rent charged, which would cause such rental amounts to increase over other similar rents available without such charges included.

4. **Building and Construction Costs**. An LJS Non-Traditional Restaurant typically is between 800 and 3,500 square feet. Construction costs include the cost of remodeling or renovating an existing space to accommodate the LJS Non-Traditional Restaurant, architectural and engineering fees and other such expenses. You will need to employ an architect and/or civil engineer to modify the approved plans for a new LJS Non-Traditional Restaurant for the particular site. The construction costs also vary considerably according

to the amount of site work required, local building and zoning ordinances, prevailing construction costs in the geographic region, specialized conditions or requirements and other factors. As noted above, many factors, including the type and size of the LJS Restaurant and its location, and the timing of construction and current price of construction materials, will affect final costs. If you are converting an existing food-service location into an LJS Non-Traditional Restaurant, the costs of renovation and remodeling may be substantially lower. As noted above, in some cases, the landlord may pay such expenses and then increase the amount of your lease payment or rent accordingly. Prior to commencing any such building or construction activities you should carefully review your agreements with any contractors you select and any estimates you receive.

5. **Furniture, Fixtures and Equipment**. You are required to purchase or lease only approved furniture, fixtures and equipment, and such approved items may cost more than similar products from unapproved manufacturers or that have not been approved by LJS. Such products may include kitchen and serving line equipment, a décor package, refrigeration and installation, a safe, miscellaneous smallwares, and other items. Some products may not be necessary as determined by LJS for the LJS Non-Traditional Restaurant you are constructing and operating. The low end range above reflects a smaller cost for these items due to the limited menu that you will serve at an LJS Non-Traditional Restaurant.

6. **Signage and Awnings**. Signage and awning expenses may vary greatly depending on the size and location of the sign.

7. **Computer Systems and Digital Technology**. You must purchase a computer system and other digital technology that meets our specifications and complies with our current brand standards and requirements under the Franchise Agreement, which is attached to this Disclosure Document as Exhibit C and LJS Technology and Support Services Agreement, which is attached to this Disclosure Document as Exhibit C-4. Our current technology and computer requirements are further outlined in Item 11. These include, among other things, a requirement that new LJS Restaurants include installation of digital menu boards, digital ordering kiosks, AI technologies (as determined and required by us), the designated point-of-sale system (currently Genius POS) and a designated back-of-house database and computer system (among other hardware and software technologies) drive thru headsets and intercom equipment, a music player and sound system and our Network of the Future managed internet system (cameras are approved but are not required in all stores). Because of the rapid pace that technology develops, our technology and computer requirements are subject to change with limited noticed as reflected in the agreements referenced above. The amount required for technology will vary greatly depending on the size and location of the LJS Non-Traditional Restaurant and what you are permitted to install under your agreement with the property owner or the space allows.

8. **Pre-Opening Salaries, Training and Assistance**. You and your employees will be required to undergo certain training prior to opening your first LJS Restaurant, and LJS will supply certain personnel to ensure that your opening and initial operations are in accordance with the standards and requirements outlined in the Franchise Agreement. An estimated $15,000 to $30,000 of this range represents your costs associated with sending you and certain of your employees that LJS requires to an existing franchisee's certified training Restaurant or other location designated by LJS for training. While there is currently no tuition or registration fee payable for this training, such fees may be added

in the future. $500 to $5,000 of this range is payable to third party vendors for training-related supplies, materials and meeting room facilities, while the remaining amount is the estimate to cover your employees' salaries, wages, benefits, meals, lodging, travel- and other related and incidental expenses incurred during the training process. The total amount of these expenses varies according to a number of factors, including distance and mode of travel, number of employees trained, etc. An estimated $57,500 to $85,000 of this range represents your labor costs (manager's salary and crew wages) for the period during which an LJS representative assists with the opening activities at the Restaurant and reimbursement of LJS's costs and expenses for meals, lodging and travel associated with sending its representative to assist with the opening activities at the Restaurant. Upon your request, or if LJS deems necessary, the representative will remain for an additional reasonable period determined by LJS to provide additional assistance, and you must reimburse LJS for its representative's salary and meals, lodging, travel and other related and incidental expenses during this additional period.

9. **Start-Up Inventory.** Start-up inventory includes the inventory necessary for the one-week pre-opening training period and the first week of post-opening operations. You will likely need less inventory than a LJS Traditional Restaurant because of the limited menus offered at LJS Non-Traditional Restaurants.

10. **Grand Opening Advertising Planning and Development Fee**. The Grand Opening Advertising Planning and Development Fee is due and owing at the signing of the LJS Franchise Agreement and is fully earned and non-refundable at such time. These fees go to support associated with pre-opening and opening advertising, planning and development services of your LJS Restaurant, and do not include any sums you may choose to spend on such advertising in addition to such sums. Franchisees of Non-Traditional Restaurants will be required to pay us a Grand Opening Advertising Planning and Development Fee that ranges from $0 to $10,000 depending upon the facts and circumstances of the Non-Traditional Restaurant (for example, Non-Traditional Restaurants in captive locations such as those at arenas, airports and other similar facilities may have no Grand Opening Advertising Planning and Development Fee, whereas Non-Traditional Restaurants in non-captive locations such as schools, military campuses, malls, and other similar locations may be required to pay a $10,000 Grand Opening Advertising Planning and Development Fee).

11. **Soft Costs.** These costs include required building permits, impact fees, taxes, bonds, licenses and other fees, which can vary dramatically depending on the location, as well as legal, accounting, administrative, permitting, architectural, design and miscellaneous other professional fees that you may incur before you open for business.

12. **Additional Funds**. Additional funds include inventory and insurance costs for three months' operations, and labor costs (manager's salary and crew wages) for the first three months' operations. The included insurance costs include only that insurance required by law or the LJS Franchise Agreement and related to the operation of the Restaurant: worker's compensation, comprehensive general liability, and building/equipment coverage at replacement cost. These insurance costs will vary depending upon such variables as payroll, size and construction of Restaurant building, and physical location of the Restaurant. In using a three-month period as the initial phase of operations, LJS has relied upon its experience in developing and operating company Restaurants and its franchisees' reported experiences in developing and operating Restaurants.

13. **Financing**. LJS does not currently finance any of these initial expenses. LJS reserves the right to offer financing programs for all or any of these items in the future upon terms determined by LJS in its discretion.

YOUR ESTIMATED INITIAL INVESTMENT - DEVELOPMENT AGREEMENT

Column 1 Type of Expenditure	Column 2 Amount	Column 3 Method of Payment	Column 4 When Due	Column 5 To Whom Payment is to be made
Development Fee (Note 1)	$35,000	One lump sum	Upon Signing Development Agreement	Us
Total Initial Investment of a Restaurant (with $17,500 development fee credited against initial franchise fee) (Note 2)	$1,075,000 - $4,142,500 (excluding real estate costs)			
TOTAL $1,110,000 - $4,177,500				

1. As described in Item 5, if you execute a Development Agreement, you must pay us a development fee in full when you sign the Development Agreement, which is fully earned when paid and not refundable under any circumstances. The development fee due equals $17,500 for each Restaurant you will develop**.** The development fee presented in this Item 7 table assumes the development of a minimum of 2 LJS Traditional Restaurants. We will credit the $17,500 development fee that you paid for each additional LJS Restaurant that you develop under the Development Agreement against the initial franchise fee due for that Restaurant when you sign the Franchise Agreement.

2, An initial investment will be required for each Restaurant you open. Our current estimated initial investment for a single Restaurant is set forth in the Item 7 tables above. You must open a minimum of 2 LJS Traditional Restaurants under the Development Agreement, which includes a net initial franchise fee of $17,500 for each Restaurant you open (taking into account the $17,500 development fee that we credit against the initial franchise fee of $35,000 per restaurant).

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

To ensure the highest degree of quality and service is maintained, you must operate your LJS Restaurant in strict conformity with the methods, standards and specifications that we describe in the Operations Manual (defined below) and in our other applicable brand standards. These standards include, among other things, a uniform method of operating that is described in the Long John Silver's Confidential Operations Manual and in other communications to you, including without limitation, bulletins, video and audio tapes, computer disks, on-line and other electronic means (all of these communications and any supplements or additions to the communications will be referred to as the "Operations Manual"). LJS may regulate, among other things, the selection and location of real estate (whether purchased or leased), and the type, model and

brand of furnishings, fixtures, equipment, signs, materials and supplies to be used in constructing and operating your Restaurant. LJS may also specify required or authorized products and product categories, and the approved supplier(s) of each item. LJS has standards and specifications to which you must adhere for menu items, food products, packaging, advertising materials, supplies, ingredients, real estate, equipment, signs, fixtures, furnishings and other items used in the operation of your Restaurant. LJS has full discretion to change these guidelines or the Operations Manual at any time as it deems necessary.

Products and Suppliers

In most instances you are required to obtain the various products and services required for your LJS Restaurant from a list of suppliers or brands approved by LJS, or you are required to purchase or lease products and services that conform to LJS's specifications. LJS does not provide any material benefits to you based on your purchase of particular products or services or use of particular suppliers.

LJS will provide you with a list of approved equipment and furnishings that you must use in your LJS Restaurant. LJS will also provide you with a list of approved suppliers from which to purchase the approved equipment and furnishings. You may purchase approved equipment from any approved supplier. There are no approved suppliers in which any of our officers owns an interest. If you want to use a supplier that is not on the list of approved suppliers, LJS will contact the Long John Silver's National Purchasing Co-op, Inc. (the "LJS Co-op"), or Foodbuy, LLC ("Foodbuy"), as appropriate. LJS will notify you if approval is granted or not within a three month period. The time required for approval depends upon a number of factors, including the supplier research and the nature of the items provided by that supplier.

LJS will, in most cases, require that a particular computer, point of sale ("POS") software, electronic POS system, hardware, credit card readers, back office software, AI technologies, and approved network connections be used at LJS Restaurants and outlets. As of the issuance date of this Disclosure Document, LJS requires its franchisees to install and utilize (i) the approved POS system with LJS approved POS hardware, which is currently the Genius Cloud POS system ("Genius Cloud POS") and (ii) the approved back of house ("BOH") system with LJS approved computer hardware, which is currently the Macromatix BOH system ("Macromatix BOH"). LJS may, however, at any time in its sole judgement require its franchisees to install any other POS or back office/BOH system or software, database or technology it designates. The approved and designated POS and BOH system (which are currently the Genius Cloud POS and the Macromatix BOH) will be collectively referred to as the "POS/BOH Systems" in this Disclosure Document. LJS will also require that you connect your computer system to the internet with the Interface Systems Network of the Future package and other technology and support infrastructure as designated by LJS.

If you want to purchase any item or service that is not listed as an approved brand or item or otherwise has not been approved for use in a Restaurant, you may request that LJS evaluate and approve the item. In some instances, LJS may require that you submit a sample of the item to LJS or an independent laboratory designated by LJS. LJS will charge you for the cost of the testing. The time required for testing and evaluation depends upon a number of factors, including the nature of the item and whether LJS or an independent laboratory will perform the testing. If LJS approves an item for use in a Restaurant, it may then periodically re-test the item. LJS may revoke its prior approval if the item fails to continue to meet LJS's standards and specifications or if the item fails to achieve certain performance levels (for example, in the case of food products,

sales levels). LJS will notify you in writing of its revocation of its approval and you may not then use the item for which approval has been revoked in a Restaurant.

Between 90% and 95% of your total purchases associated with constructing and establishing your Restaurant and between 90% and 95% of your total purchases associated with the ongoing operation of your Restaurant must be either purchased from LJS, its affiliates or approved suppliers. All purchases must conform to LJS's standards.

Other than certain technology services and real property that you may lease from us, we are currently not an approved supplier for any products or services that you use in your Restaurant. We are, however, the only approved supplier and/or facilitator of digitally acquired orders via ljsilvers.com or the official Long John Silver's mobile ordering apps available on the Apple App Store and Google Play Store. The only digitally acquired orders that may be received by your restaurant via direct integration with your in-Restaurant, LJS-required POS and order fulfillment systems must be approved by and in most cases will be fulfilled by LJS's digital properties.

LJS does not receive revenue, rebates or other material consideration from suppliers on sales made directly to LJS franchisees by the supplier. LJS does not negotiate purchase arrangements with suppliers for the exclusive benefit of LJS franchisees. None of our officers own any interest in any of our approved or designated third-party suppliers. However, our beverage suppliers do provide funding for marketing initiatives. In addition, LJS's wholly-owned subsidiaries, LJS Opco One, LLC and LJS Opco Two, LLC, received rebates from its beverage suppliers based on the gallons of products that they purchased (which are the same terms and conditions as LJS franchisees). During the fiscal year which ended December 28, 2025, LJS received $1,977,868.18 from beverage suppliers based on the gallons of products purchased by its wholly-owned operations subsidiaries LJS Opco One, LLC and LJS Opco Two, LLC (LJS Opco One, LLC received a rebate of $914,390.51 and LJS Opco Two, LLC received a rebate of $1,063,477.67).

LJS also subleases certain real property to franchisees as a master sublessor on behalf of an unaffiliated landlord. LJS collected $1,327,864.01 in sublease rents from franchisees during fiscal year ending December 28, 2025, and paid that landlord $1,825,633.50 for that same property, for a net loss to LJS of $497,769.49.

The LJS Purchasing Co-Op

Purchasing and supply chain activities for food, packaging, and equipment used in the System are conducted primarily through the LJS Co-op, which has contracted with Foodbuy, an unaffiliated third party service provider, to conduct purchasing and supply chain programs on behalf of the LJS Co-op.

LJS has appointed the LJS Co-op as the exclusive purchasing agent for the System under the Long John Silver's Purchasing Co-op Agreement between LJS and the LJS Co-op (the "Purchasing Co-op Agreement"). The initial term of the Purchasing Co-op Agreement expired on December 31, 2022 and it automatically renews for additional one year terms thereafter, except that the Purchasing Co-op Agreement provides for certain grounds for termination, including a provision that allows either party to terminate the Purchasing Co-op Agreement upon 12 months prior written notice to the other party.

Foodbuy administers a purchasing and supply chain program on behalf of the LJS Co-op under a Supply Chain Program Management Agreement between Foodbuy and the LJS Co-op (the

"Management Agreement"). The current term of the Management Agreement expired on December 31, 2022 and, unless terminated upon at least 180 days' notice prior to the end of the initial term, automatically renews for additional one year terms thereafter, except that (a) either party can terminate the Management Agreement at the end of a one year renewal term by giving at least 180 days' notice of termination to the other party prior to the end of the then-current renewal term, or (b) if certain grounds for termination occur.

Foodbuy and the LJS Co-op are not affiliated with LJS and both are organized and operated independently of LJS, although LJS is a stockholder member of the LJS Co-op and is entitled to elect two voting members of the LJS Co-op Board of Directors.

The LJS Co-op operates on a cooperative basis under Subchapter T of the Internal Revenue Code. As a cooperative, the LJS Co-op has historically distributed substantially all of its net income not required for working capital or reserves to its stockholder members each year as a "patronage dividend."

The LJS Co-op is governed by a Board of Directors consisting of eight voting members. Franchisees who are stockholder members are entitled to elect five voting members of the LJS Co-op Board of Directors; LJS is entitled to elect two voting members of the Board of Directors; and the Association of LJS Franchisees, Inc. is entitled to elect one voting member of the Board of Directors. In addition, the Board of Directors may, at its option from time to time, provide for one or more additional non-voting members of the Board of Directors to serve at the pleasure and upon such terms and conditions as the Board of Directors may provide. The Board does not have any non-voting directors at this time.

To join the LJS Co-op, you must purchase from the LJS Co-op one share of Membership Common Stock (currently priced at $10 per share) and that number of shares of Store Common Stock (currently priced at $400 per share) equal to the total number of LJS retail outlets you own and operate in the United States. If you later sell some or all of your restaurants (or otherwise become ineligible for membership), you may not sell or transfer your shares to third parties, although the LJS 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.

The Bylaws of the LJS Co-op require that each stockholder member purchase virtually all goods and equipment used in the stockholder member's LJS retail outlets through the purchasing and supply chain programs of the LJS Co-op and/or its third party service providers such as Foodbuy. Although Foodbuy, on behalf of the LJS Co-op, coordinates supplier and distributor approvals and activities, supplier and distributor approvals are the prerogative and responsibility of LJS. When a supplier or distributor receives LJS's approval, LJS will provide that supplier or distributor with detailed product specifications. If an approved supplier or distributor fails to adequately perform, LJS may, at its discretion, revoke approval of the supplier or distributor upon written notice to you and the supplier or distributor. Also, the LJS 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 the LJS Co-op.

The Franchise Agreement requires that LJS franchisees purchase stock in and become stockholder members of the LJS Co-op. The LJS Co-op Bylaws require that the LJS Co-op conduct more than 90% of the value of its business with its stockholder members. In implementation of that requirement, the LJS Co-op reserves the right to refuse to do business with LJS's franchisees that do not become members of the LJS Co-op.

A form of the LJS Co-op Membership Information Packet, including the LJS Co-op By-Laws, and the LJS Co-op Membership Agreement are attached to this Disclosure Document as Exhibit H.

Site Selection

LJS will provide you, upon written request and at no cost, written guidelines for Restaurant site selection. LJS uses these guidelines to determine whether a proposed site is acceptable for the development of a Restaurant. You must construct the Restaurant in strict compliance with LJS's standard plans and specifications or with specialized plans and specifications approved in advance by LJS. If you lease your Restaurant premises from a third-party landlord, LJS may require you to submit the lease to LJS so that LJS may ensure that it contains or does not contain certain provisions.

LJS, through research, testing and field input and experience, may modify or update its Restaurant site selection guidelines and Restaurant construction plans and specifications. LJS will communicate those modifications to you and other franchisees in writing in order to allow you to comply with them as necessary. LJS, through research, testing and field input and experience, may modify its standards and specifications and approved items, brands or suppliers of equipment, furnishings, food products, paper and plastic goods and supplies. LJS will communicate those modifications to you by revisions in the Operations Manual, or through bulletins or other written communications or on-line electronic communications.

If you are leasing the site or premises of your LJS Restaurant, you and your landlord will be required to sign the Form Lease Addendum attached as Exhibit C-2.

Insurance

In addition to the required purchases described above, you must maintain, at your expense, the insurance that LJS requires. This includes 1) comprehensive general liability insurance including personal injury, bodily injury, liquor liability (where applicable) and products liability insurance, with minimum policy limits of $1,000,000 per occurrence, $2,000,000 in the aggregate, an umbrella policy of $5,000,000, property damage insurance with policy limits in the minimum amount of $1,000,000 per occurrence and cybersecurity insurance with policy limits in the minimum amount of $1,000,000 per occurrence; 2) worker's compensation, social security, unemployment compensation, disability insurance and such other insurance coverage as may now or hereafter be required by law; and 3) fire, business interruption, casualty and extended coverage insurance with limits of not less than the full replacement cost of the franchised restaurant and its equipment and other improvements. Insurance carriers must have at least an A- class rating and VIII financial size according to A.M. Best (or, if not available then according to Moody's or Standard & Poor's).

All policies of insurance, including general liability insurance, shall name Long John Silver's LLC and its respective affiliates, successors and assigns, and their respective partners, officers, directors, shareholders, agents, representatives, and employees as additional insureds or loss payees, as may be applicable, on the policies; shall provide that the policy cannot be cancelled without 30 days prior written notice to us; and shall specify that copies of all notices shall be sent to us. You must furnish us with copies of all policies or certificates evidencing insurance in force as required. Evidence of payment of premiums shall be delivered to us at least 30 days prior to the expiration dates of each existing insurance policy.

Gift Card Program and Loyalty Program

You must participate in, and pay all associated costs and fees of, the promotional programs (including the Long John Silver's gift card program, the Long John Silver's Seacret Society loyalty program and other loyalty or promotional programs) that we and/or the LJS Co-op (and each of our affiliates) develop and require for the LJS restaurant system from time to time in the manner we direct or approve. Currently, we have designated the LJS Co-op (through its wholly owned subsidiary LJSGC, Inc. ("LJSGC")), on an exclusive basis, to conduct the Long John Silver's gift card program (the "Gift Card Program"). Neither the LJS Co-op nor LJSGC is affiliated with LJS and both are organized and operated independently of LJS, although LJS is a stockholder member of the LJS Co-op and is entitled to elect two voting members of the LJS Co-op Board of Directors. If your Restaurant is a Traditional Restaurant, you are required to participate in the Gift Card Program by (i) signing and delivering to LJSGC, at the same time as signing the Franchise Agreement, the then-current form of Gift Card Participation Agreement (Exhibit I-1 or Exhibit I-2, as applicable); (ii) complying with the payment and other terms of the Gift Card Participation Agreement; and, (iii) connecting your Restaurant(s) to the Card Program through your POS system, credit card terminal or stand-alone card terminal.

ITEM 9
FRANCHISEE'S OBLIGATIONS

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

OBLIGATION	SECTION IN AGREEMENT	DISCLOSURE DOCUMENT ITEM
a. Site selection and acquisition/lease	Sections 1, 2 and 3 of Franchise Agreement; Sections 3.01 and 3.02 and Exhibit A of the Development Agreement	Items 7, 11 & 12
b. Pre-opening purchases/leases	Sections 3, 4 and 6 of Franchise Agreement	Items 7, 8 & 11
c. Site development and other pre-opening requirements	Sections 3, 4, 5, 6 and 7 of Franchise Agreement	Items 1, 7 & 11
d. Initial and ongoing training	Section 5 of Franchise Agreement	Items 7 & 11
e. Opening	Section 5 and 11 of Franchise Agreement; Section 3 of Development Agreement	Items 7 & 11
f. Fees	Sections 2, 6 and 13 of Franchise Agreement; Sections 2.01 and 3.02 of the Development Agreement	Items 5, 6 & 7
g. Compliance with standards and policies/ Operations Manual	Sections 1, 3, 4, 5 and 8 of Franchise Agreement	Items 8, 11, 15 and 16

OBLIGATION	SECTION IN AGREEMENT	DISCLOSURE DOCUMENT ITEM
h. Trademarks and proprietary information	Section 10 of Franchise Agreement; Sections 5.03 and 6.01 of the Development Agreement	Items 13 and 14
i. Restrictions on products/services offered	Sections 3, 4 and 12 of Franchise Agreement	Items 8 and 16
j. Warranty and customer service requirements	Not applicable.	N/A
k. Territorial development and sales quotas	Franchise Agreement – None; Section 2.03 of the Development Agreement	Item 12
l. Ongoing product/service purchases	Sections 4 and 5 of Franchise Agreement	Item 8, 11
m. Maintenance, appearance and remodeling requirements	Sections 2, 3 and 4 of Franchise Agreement	Item 11
n. Insurance	Section 9 of Franchise Agreement	Items 6, 8
o. Advertising	Section 6 and 7 of Franchise Agreement	Item 6 and 11
p. Indemnification	Section 9 of Franchise Agreement; Section 5.02 of the Development Agreement	Item 6
q. Owner's participation/ management/staffing	Section 5 of Franchise Agreement; Section 4.02, 4.03 and Exhibit B of the Development Agreement	Item 15
r. Records and reports	Sections 6, 8 and 12 of Franchise Agreement	Item 11
s. Inspections and audits	Section 8 of Franchise Agreement	Item 6 and 11
t. Transfer	Section 13 of Franchise Agreement; Section 7 of the Development Agreement	Item 17
u. Renewal	Section 2 of Franchise Agreement	Item 17
v. Post-termination covenants	Sections 11 and 12 of Franchise Agreement; Section 9 of the Development Agreement	Items 14 and 17
w. Non-competition covenants	Section 12 of Franchise Agreement; Sections 6.02, 7.02(h) and 9.02 of the Development Agreement	Item 16 & 17
x. Dispute resolution	Section 1.01 of Franchise Agreement; Section 10 of the Development Agreement	Item 17

OBLIGATION	SECTION IN AGREEMENT	DISCLOSURE DOCUMENT ITEM
y. Other Release of all Claims	Section 2 and 11 of Franchise Agreement	Item 17

ITEM 10
FINANCING

LJS does not offer, directly or indirectly, any arrangements for financing your initial investment or the continuing operation of your LJS business. LJS does not guarantee your note, lease or obligation. Certain vendors may offer financing options for approved products and equipment, including digital equipment, and you should discuss financing options with the vendor directly if you are interested in such financing arrangements.

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

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

Pre-Opening Obligations (Franchise Agreement)

Before the opening of an LJS Restaurant, LJS is required by the Franchise Agreement to provide the following assistance and services to you:

1. Designate the geographic area or location within which you may select a proposed site for our acceptance and provide you a copy of the current version of the Site Selection approval form. (Site Agreement Form)

2. Upon your request, LJS will provide you with LJS's written guidelines for site selection (Franchise Agreement Section 1)

3. Review and accept or reject sites that you propose. We do not help negotiate the lease or purchase of the approved site. We generally do not own or have a leasehold interest in the location where your LJS Restaurant will be located, although we may in limited circumstances sublease the site to you. (Franchise Agreement Section 1)

4. Upon submission of an executed lease or copy of an unexecuted unconditional contract to purchase the site (or deed if you own the site), LJS will provide you standard plans, drawings and specifications for an LJS Restaurant and its related facilities, which reflect designs, plans and drawings utilized by or approved by LJS for construction of your LJS Restaurant (Franchise Agreement Section 1). LJS will provide you with standard layouts and specifications for fixtures, furnishings, interior design, decor, signs and equipment (Franchise Agreement Sections 1 and 3). You are responsible for having these plans adapted as necessary to comply with applicable building codes and other legal requirements, resolving any zoning issues and obtaining permits. We are not obligated to help you conform the premises to local requirements or obtain required permits. In certain cases we may provide you with limited assistance in connection with your site acquisition, negotiation, permitting, zoning or other related development services.

5. Provide specifications and names of approved suppliers for opening inventory, supplies, and related materials. We do not currently provide items directly, but will provide the names of approved suppliers for some items and written specifications for some items. We do not deliver or install any items. Franchise Agreement Section 4)

6. Provide you with an initial new franchisee orientation program concerning the System prior to opening, including pre-opening training for you and your managers. It is likely that your managers will have to travel to the training centers and stay in hotels at your expense while they are training. Training is more fully described later in this Item. (Franchise Agreement Sections 1 and 5)

7. Certify franchisee owned training units at locations determined by LJS for training you and those of your employees as LJS deems necessary (Franchise Agreement Section 5).

8. Inspect the Restaurant prior to the opening of the Restaurant (Franchise Agreement Section 3).

9. Furnish an LJS representative to assist in the opening activities of the first Restaurant that you open, and you must reimburse LJS for its representative's meals, lodging, travel and other related and incidental expenses associated with providing this assistance. (Franchise Agreement Section 5). LJS will provide additional opening support if you request it or if LJS deems it necessary, but you must reimburse LJS for its representative's salary and meals, lodging, travel and other related and incidental expenses during this additional period (Franchise Agreement Section 5).

10. Review and approve your initial marketing plan and pre-opening advertising materials. (Franchise Agreement Section 1)

11. Provide or post on its franchise website copy of the Operations Manual and those additions and modifications to the Operations Manual as LJS may issue from time to time (Franchise Agreement Section 1).

12. Consent to your opening of the LJS Restaurant. (Franchise Agreement Section 2)

13. Provide you with samples of a standardized chart of accounts, statement of earnings and a balance sheet (Franchise Agreement Section 1).

14. Designate a specific number of LJS Restaurants you may develop and open at approved locations in the Development Area (if we grant you development rights). We also will supply to you our site selection criteria (Development Agreement) (See Items 5, 12 and 15)

<u>Continuing Obligations (Franchise Agreement)</u>

During the ongoing operations of an LJS Restaurant, LJS is required by the Franchise Agreement to provide the following assistance and services to you:

1. Provide updated information concerning the System, approved suppliers, products, or other LJS brand standards and requirements. (Franchise Agreement Section 1)

2. Revise and amend the Operations Manual in ways that we in our sole discretion may deem appropriate or in the best interests of LJS or the System. (Franchise Agreement Section 1)

3. Establish and maintain supplier relationships for our products. (Franchise Agreement Section 1)

4. Provide on-the-job and instructional training as LJS in its discretion deems appropriate for you and your employees concerning the LJS Restaurant operations and the System, including any updated training, policies, or procedures recommend in the operation of the LJS Restaurant. (Franchise Agreement Section 5). LJS may require and provide refresher courses and retraining programs for your executive, managerial, supervisory and other employees as designated by LJS.

5. Periodically inspect and evaluate your Restaurant operations. LJS may cause a third party vendor to conduct food safety audits of your Restaurant. (Franchise Agreement Section 1)

6. Upon your written request, use reasonable efforts to provide to suppliers designated by you with LJS's standards and specifications for non-secret food products and equipment items for use in your Restaurant (Franchise Agreement Section 1 and Section 3).

7. Upon your written request or LJS's own initiative, test any item of equipment that has not been previously approved by LJS for use in a LJS Restaurant. To the extent that such testing is performed upon your written request, you must pay LJS for the costs of any testing (Franchise Agreement Section 3).

8. Upon your written request, test food products or supplies that have not been previously approved by LJS for use in a Restaurant. You must pay LJS for the costs of any testing (Franchise Agreement Section 4).

9. Provide, at LJS's discretion, representatives to consult with you or your management with respect to the operation of the Restaurant (Franchise Agreement Section 5). The representative may inspect the Restaurant to determine the efficiency and quality of its operation.

10. Provide at its discretion or upon your written request, additional consulting or supervisory services relating to specific operational or other problems encountered by you in your operation of your Restaurant (Franchise Agreement Section 5). You must reimburse LJS for the expenses it incurs in rendering those services.

11. Furnish you the merchandising and operating aids and services and related printed materials that LJS generally furnishes to other franchisees, and approve local marketing that you may develop (Franchise Agreement Section 5).

12. Conduct, maintain and administer all national, regional and local advertising either through our LJS team or through another party designated by LJS (Franchise Agreement Section 7).

13. Upon your written request, provide you with special or additional approved local advertising and marketing plans and materials (Franchise Agreement Section 7). You

must pay us or our third party vendor, as applicable, our/its costs, including reasonable overhead, incurred in providing these services and materials (Franchise Agreement Section 7).

Advertising and Promotion

LJS or another party designated by LJS has the right, but not the obligation, to conduct, maintain and administer all national, regional and local advertising (Franchise Agreement Section 7). Under LJS's current standard form of Franchise Agreement, LJS has recognized an independent franchise association composed of Long John Silver's franchisees, the Long John Silver's Franchisee Association (the "Association"). LJS will continue to recognize the Association so long as, among other conditions, the Association is represented by a board of directors or similar body elected by Association members ("Board") and the Association has a standing committee ("Audit Committee") whose purpose, among others, is to audit the books and records pertaining to LJS's advertising programs. LJS agrees to periodically consult with and advise the Board in planning LJS's advertising programs and budget; and the Board acts in an advisory capacity only with respect to these matters. The Board is the only advertising council composed of franchisees. LJS does not have the power to form, change or dissolve the Association or the Board, but LJS may refuse to recognize the Association if it does not meet the criteria in the Franchise Agreement (Franchise Agreement Sections 14 and 7).

LJS does not currently have any advertising cooperatives. The LJS Franchise Agreement does not prohibit LJS from requiring that local cooperatives be formed. It has not been determined whether LJS will require cooperatives to be formed in the future.

LJS and its franchisees who operate Restaurants in a given designated market area ("DMA") may, but LJS is not required to, meet to discuss and determine how to budget, allocate and spend certain company and franchise advertising contributions in the DMA's. LJS may conduct these DMA meetings according to informal rules which, among other things, outline quorum and voting procedures. Nonetheless, LJS retains sole and exclusive control over the maintenance and administration of all national, regional and local advertising and promotions.

As presently in operation, LJS's advertising programs are administered by LJS as follows:

1. The media in which LJS's advertising programs may be disseminated include print, radio, television, online, and miscellaneous point of purchase materials and other promotional materials. The media coverage may be national, regional or local in scope. The source of advertising includes LJS's in-house departments and outside agencies.

2. An LJS representative may consult with you to obtain your input regarding marketing and advertising with respect to any DMA where you are located. LJS franchisees of Traditional Restaurants will be required to pay us $20,000 as a Grand Opening Advertising Planning and Development Fee for pre-opening and opening advertising, planning and development services for their LJS Restaurants. LJS franchisees of Non-Traditional Restaurants will be required to pay us a Grand Opening Advertising Planning and Development Fee that ranges from $0 to $10,000 depending upon the facts and circumstances of the Non-Traditional Restaurant (for example, Non-Traditional Restaurants in captive locations such as those at arenas, airports and other similar facilities may have no Grand Opening Advertising Planning and Development Fee, whereas Non-Traditional Restaurants in non-captive locations such as schools, military campuses, malls, and other similar locations may be required to pay a $10,000 Grand Opening Advertising Planning and Development Fee).

3. You may conduct, at your separate expense (in addition to the advertising fee described below), advertising in addition to any advertising conducted by LJS. LJS must either prepare those advertising materials or approve them in writing before their use.

4. Franchisees of Traditional Restaurants are required to pay to LJS an amount equal to 5% of their LJS Restaurants' Gross Receipts as an advertising fee. Franchisees may, at their option, pay additional advertising monies to LJS. Franchisees of Non-Traditional Restaurants are required to pay 1% of their LJS Restaurant's Gross Receipts as an advertising fee. Franchisees of existing Co-Brand Restaurants may pay a different advertising fee. Franchisees' advertising fees are used toward LJS's national, regional and local advertising and marketing programs, in LJS's discretion. LJS's current standard form of Franchise Agreement provides that if LJS sells certain products through non-restaurant outlets within a franchisee's Territory, LJS must transfer and contribute on an annual basis an amount equal to one-half of the net income generated by the sales of these items from the outlet to LJS to be used and administered by LJS for advertising and marketing programs. Otherwise, LJS is not obligated to spend any amounts for advertising in the area or territory where any one franchised LJS Restaurant is located and LJS may choose to spend all of the advertising contributions on national media coverage or other advertising and promotional activities in LJS's sole discretion and in accord with the Franchise Agreement.

5. Prior to 2009 and since its wholly owned subsidiaries re-acquired franchised Restaurants in October 2015, LJS has made advertising expenditures for company-owned Restaurants in the United States in an amount equal to or greater than the expenditure required of comparable franchised Restaurants.

6. LJS currently administers all of LJS's advertising programs. LJS derives revenue from the services provided by it for the advertising program. The books and records relating to LJS's advertising activities are audited at least annually. LJS's current standard form of Franchise Agreement requires LJS to provide to the Board quarterly profit and loss statements with respect to LJS's marketing programs. The Franchise Agreement also allows the Board to request that the books and records are audited no more frequently than annually, on the condition, among others, that the Board make the audits available to Long John Silver's franchisees upon request (Franchise Agreement Section 7). Any net surplus of advertising fees not spent in the fiscal year in which they accrue are carried over to the next fiscal year. You may contact the Long John Silver's Franchisee Association, P.O. Box 4227, Frankfort, KY 40604, 859-873-1763, http://www.ljsfab.org, jreid@ljsfab.org, for a copy of the audit.

7. In the fiscal year December 30, 2024 through December 28, 2025, the advertising fees collected from LJS's franchisees were spent as follows: approximately 6% was spent on in-house administrative and overhead costs; approximately 7% was spent on point of purchase materials production and distribution, television and radio production; approximately 4% was spent on outside advertising agency costs and fees and approximately 83% was spent on the purchase of television and radio airtime, print advertising and direct mail advertising. No advertising fees were spent primarily for the solicitation of franchisees.

Computer Systems and Digital Technology

Before your Restaurant begins operations, you must procure and install, at your expense, the computer systems and digital technology package LJS requires at that time, the combined initial cost of which ranges from approximately $90,000-$125,000 for Traditional Restaurants and $60,000-$80,000 for Non-Traditional Restaurants (Franchise Agreement, Section 3.02) The technology package and computer system will consist of the approved and required computer

hardware, software, databases, systems (e.g., POS/BOH Systems), digital platforms, wired and/or wireless internet connections and service, cabling for your digital infrastructure, music players and a sound system, required dedicated telephone and power lines and other computer-related accessories, digital menu boards (both indoor and outdoor), drive-thru headsets and intercom equipment, kiosks, digital online and in-app ordering and third-party delivery hardware and software, peripherals and equipment that LJS then specifies. You must purchase certain computer hardware and software that LJS specifies only in accordance with LJS's specifications and from designated or approved suppliers. You must purchase any proprietary software and software support services that, in the future, either LJS develops and provides or which are provided on LJS's behalf by a third party supplier LJS designates, and you will execute any standard form software license agreement reasonably necessary to do so and pay any associated fees or expenses associated with such hardware and software. LJS will also require that you connect your computer system to the internet with the Interface Systems Network of the Future package and other technology and support infrastructure as designated by LJS.

As of the issuance date of this Disclosure Document, the POS/BOH Systems are comprised of, and LJS requires its franchisees to install and utilize, (i) the Genius Cloud POS and (ii) the Macromatix BOH. LJS may, however, at any time in its sole judgement require its franchisees to install and utilize any other POS or back office/BOH system or software, database or technology it designates. The Macromatix BOH is used to forecast sales, including related food and labor needs, track employee hours and to fulfill other internal functions. The estimated initial costs for the POS/BOH Systems range from $9,000 to $15,000 for required hardware, $900 to $2,000 for required credit card readers, and $2,500 to $3,000 for installation. The ongoing costs for the POS/BOH Systems' software and additional software applications are invoiced to you on a monthly basis. The software costs for the Genius Cloud POS are currently $120 per month, but may be adjusted based on vendor pricing and/or other charges incurred by vendors or LJS in connection with the Genius Cloud POS (LJS Technology and Support Services Agreement, Exhibit 2). A charge of $91 per month will be invoiced for the Macromatix BOH, provided that this charge may be adjusted based on vendor pricing and/or in LJS's discretion should a new vendor be selected and the new vendor charges a different monthly fee, which may be more or substantially more than the current Macromatix BOH monthly charge.

Other current computer system requirements are:

a) You must purchase an internet service/network package from Interface Security Systems, LLC ("ISS"). This package includes an internet connection, 4G backup, 24 hour monitoring, remote reboot, VoIP phone, and new network equipment for $299 per month and a $4,348 install fee for a 36-month term. You will be required to sign the Long John Silver's Franchisee Adoption Agreement attached as Exhibit J to purchase products and services from ISS.

b) In order to operate the BOH software you will be required to obtain certain approved computer hardware (including but not limited to control processor, memory and storage devices, display units, and printers) in a configuration and of a type approved by LJS for an estimated cost of $400, including the LJS computer hardware package that includes a designated approved monitor, computer, and sound bar. LJS in its sole discretion may change the approved equipment configuration(s) and/or designated supplier(s) at any time, and LJS may designate itself as the sole supplier. All of the hardware used with the computer system must be dedicated solely to the operation of the computer system. LJS attempts to secure commitments for maintenance of the hardware used with the computer system from LJS's vendors, affording the same pricing and service levels to franchisees as provided to LJS. LJS receives no payment from vendors of approved equipment or maintenance suppliers.

c) You will be required to purchase and install Digital Menu Boards for indoor and outdoor use and digital ordering kiosks from LJS's designated approved supplier. The total cost for all of these items is approximately $47,500-$52,500 per LJS Restaurant (including installation).

d) You must sign the Access and Polling Agreement to allow LJS unfettered independent access to your computer system and all records, data and reports collected therein. The Access and Polling Agreement is attached to this Disclosure Document as Exhibit C-5. If you sign the Access and Polling Agreement, then under its terms, LJS will have unlimited, independent access to the information that your POS system and other internet-connected technology systems (such as drive-thru timers) generate and store. You must ensure that your POS system and internet-connected technology systems are online and available for access. You must also comply with any standards we periodically implement for upgrades and updates to the POS and computer systems, and no contract limits the frequency or cost of this obligation. For the sake of clarity, LJS will agree that it will not use the data or files on your system for any purpose other than to assist in decisions designed to analyze and/or benefit LJS and the LJS System or in connection with your franchise agreements and rights and obligations with respect to LJS, and that it will not disclose or disseminate any of your system data or files to any third party unless at your request or as required by a LJS-sponsored program or consistent with the limitations outlined herein. These limitations will not prevent LJS from sharing aggregated data from your system without identification of individual franchisee data, with brand-specific franchise organizations, product suppliers or other vendors for the purpose of achieving LJS System benefits. Under the Access and Polling Agreement, LJS will also agree that its data collection will not unreasonably and materially interfere with the operation and administration of your Restaurant.

e) You must also sign the LJS Technology and Support Services Agreement. The LJS Technology and Support Services Agreement is Exhibit C-4 to this Disclosure Document. Technology implementation, selection and support services for your computer system and related technology under the LJS Technology and Support Services Agreement will be performed by LJS. The additional fees not identified above for the technology and support services provided under the LJS Technology and Support Services Agreement for Traditional Restaurants and Non-Traditional Restaurants are approximately $2,400 for initial one time charges, and approximately $4,500-$5,000 for subsequent additional annual charges (depending on the services utilized and installed, and not including per transaction expenses). All fees after the initial one-time charge are due and payable in advance on a monthly basis. In addition, LJS charges a digital transaction fee of 3.5% of Gross Receipts of all digital transactions (including those made on kiosks, the LJS App, through the LJS website, and through third party delivery services) and FiServ charges a commerce hub transaction fee of $.03 per kiosk transaction. The digital transaction fee will be paid quarterly following the close of each quarter. LJS may modify, adjust or increase the digital transaction fee and the other technology fees and expenses as set forth in the LJS Technology and Support Services Agreement, but will not increase the fee by more than 5% per year.

If you intend to purchase an existing Restaurant from LJS or another franchisee in an Asset Sale transaction, you must install or retain the computer system in your restaurant.

The computer system will assist you in order entry, cash out, kitchen production, inventory control, timekeeping and payroll, cash control reports, menu mix reports, and access to the Learning Management System (LMS), Treasure Chest. LJS will have the right, upon 24 hours prior notice and during normal operating hours, to access the information on your Computer.

You must keep books and records in a form satisfactory to LJS. You must prepare complete records regarding all sales at your LJS Restaurant and all financial, operating, marketing and

other aspects of your LJS Restaurant. You must maintain an accounting system that accurately reflects all aspects of the business at your LJS Restaurant, including books of account, tax returns, daily reports, statements of gross revenues, profit and loss statements and balance sheets. You must also submit to LJS other reports that LJS, in its discretion, reasonably requests concerning the business conducted at your LJS Restaurant.

If LJS develops enhancements, upgrades, modifications, or additions to the computer system and digital technology requirements, you must acquire them on the schedule announced by LJS to ensure your system remains stable and supportable (LJS Technology and Support Services Agreement, Section 2.1).

LJS provides software updates/upgrades to computer system users, as needed, to support business requirements. You must install and use any updates/upgrades as published by LJS. No hardware upgrades are required unless necessary for support of the software. You will deal directly with approved equipment vendors for these computer system upgrades. You must acquire and purchase or lease these upgrades as necessary.

Site Selection and Opening

LJS reviews, approves, disapproves or conditionally approves proposed LJS Restaurant sites. You must submit a formal site package for a particular site along with all material and information requested by LJS. Before submission, you must carefully evaluate each site, determine that it meets our established criteria for Restaurant sites and determine that it may be acquired or leased by you. We ordinarily require the submission of studies which may include such factors as traffic flow and count, location of competing businesses, population level and trends, commercial, industrial, office, institutional and residential development, and median income and age. In reviewing your proposed site, LJS considers many demographic factors, including the location and neighborhood, nearby businesses and competitive restaurants (including LJS Restaurants), traffic patterns, population patterns and characteristics and other factors. You must be approved as a franchisee before LJS will consider your site. You and LJS will not sign an LJS Franchise Agreement until your site has been approved. There is no time limit for LJS to approve or disapprove your site. If you and LJS cannot agree on a site, then LJS will not grant a franchise to you and you and LJS will not sign an LJS Franchise Agreement.

You must construct, equip and furnish the LJS Restaurant at the approved site in accordance with plans and specifications approved by us. You also must obtain approval of your construction plans before obtaining permits and beginning construction of the LJS Restaurant. Our approval of these plans and specifications is only for our purposes. You must ensure that your LJS Restaurant is constructed, equipped and furnished in a manner that complies with all applicable laws and LJS requirements. If you do not obtain site approval by the date specified in the Development Agreement and/or Franchise Agreement, including any extensions, the Development Agreement will expire and you will forfeit any deposits paid to us.

Typically, the time period between the signing of the LJS Franchise Agreement and the opening of your LJS Restaurant ranges between 12 months and up to 18 months. The factors that affect this time period include: the location itself, the ability to obtain a lease, financing or permits; zoning and other ordinances; construction schedules and availability of necessary materials; weather conditions; and the type of Restaurant building to be constructed. LJS can terminate the LJS Franchise Agreement if you fail to open the restaurant within 18 months of the signing of the LJS Franchise Agreement.

Your LJS Restaurant must generally be open and operating by the earlier of (i) 240 days after commencement of construction, (ii) the opening date set forth in the Development Agreement, or (iii) 18 months from signing the LJS Franchise Agreement. You may not open and begin operating any later than 30 days after you receive all governmental approvals and permits. Certain incentive programs may require you to complete construction and open your LJS Restaurant for service within 12 months of signing the LJS Franchise Agreement or a shorter time period depending on the incentive available. If you develop multiple restaurants, we may require that the first LJS Restaurant be open and in operational good standing for at least 6 months prior to the opening of the second LJS Restaurant.

Operations Manual

The table of contents of LJS's Operations Manual is Exhibit E of this Disclosure Document. As of the date of this Disclosure Document, there are approximately 1,101 pages in the Operations Manual. The approximate number of pages devoted to each subject is in the table of contents.

Training – General

1. For Traditional Restaurants, LJS certifies franchisee owned training units at locations determined by LJS for training those of the franchisee's employees as LJS deems necessary (Franchise Agreement Section 5). Training is currently conducted at franchisee owned restaurants and at meeting facilities such as hotels and/or convention centers at various locations throughout the United States.

2. LJS will provide a pre-opening management training program at locations and for periods of time as LJS designates. (Franchise Agreement Section 1). Four managers for a Traditional Restaurant must be certified by completing training in a certified LJS training restaurant to LJS's satisfaction within 30 days before opening. The franchisee or Above Restaurant Leader must also attend training if they are not a manager. Anyone in a managerial position may attend training. Training is conducted as needed. (Franchise Agreement Section 5).

3. LJS may require and provide refresher courses and retraining programs for your executive, managerial, supervisory and other employees as designated by LJS.

4. The training program will be taught by LJS approved franchise operators or trainers. The minimum experience of the instructors in the field relevant to the subject taught and to LJS operations is from three months to fifteen years or more.

5. LJS may approve a franchisee's Restaurant as the location for your training. While there is currently no tuition or registration fee payable to LJS for your training, such fees may be added in the future. When training is completed at a franchisee's Restaurant we approve, fees are set by and payable to the franchisee whose Restaurant is being used as the location for your training. Additional costs may be incurred such as supplies, materials and meeting room facilities. Those costs are payable to third party vendors as required. These costs range from $250 to $5,000. You or your employees must pay any salaries, wages, benefits, meals, lodging, travel and other related and incidental expenses you or your employees incur during the training process. Training for the co-brand operations in LJS Co-Brand Restaurants is provided by the co-brand operator, and you thus may incur additional expenses in connection with that training.

Training - Summary

The pre-opening and ongoing training programs currently required by LJS are described below. LJS has transitioned to a new Operations training platform. Training will vary based on the implementation of this new training platform.

TRAINING PROGRAM

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON THE JOB TRAINING	LOCATION
Brand Team Member Training Restaurant Basics Production Customer Service	None	10 to 14 days (48-64 hours) per person	LJS Restaurants operated by franchisees or LJS/its affiliates
Brand Management Training Brand Basics (Team Member Training) Basic HR Bench Planning Cleanliness and Food Safety Communicating with Your Team Counseling Your Team Customer Focus Daily Daily Inventory Developing Your Team Emergency Situations Managing Facilities & Equipment Managing Restaurant Training Managing Semi-Variable Costs Marketing Open, Shift Change and Close Product Quality Recruiting Team Members Safety and Security Selecting Team Members Your First 60 Days	None	120-200 hours per person	LJS Certified Training Restaurants operated by franchisees or LJS/its affiliates and at meeting facilities. Training materials are also available on the Treasure Chest online portal

ONGOING TRAINING

Additional training classes may be offered or required for restaurant management teams and above store managers.

Conferences, Conventions, Summits and Other Franchise Events

We may, from time to time, conduct conferences, conventions, summits, programs, webinars, teleconferences, or training sessions on any matters related to the System. Your Operating Principal or your General Manager and other personnel we designate must attend each such conference, convention, summit, program, or other training session that we require at your sole expense, including any registration fees that may be applicable. We may require you to purchase or license from us, our affiliates, or third-party suppliers any training platform and equipment necessary to use or access the training materials.

ITEM 12
TERRITORY

Franchise Agreement; Traditional Restaurants

Franchisees of Traditional Restaurants will be authorized to operate one Traditional Restaurant at a specified address. Except as described below, LJS will not operate or franchise others to operate a Restaurant within a specified geographic area surrounding a Traditional Restaurant ("Territory"). LJS determines the Territory for Traditional Restaurants in its sole discretion and may base its determination on anticipated customer counts and other factors. The Territory for a Traditional Restaurant will be specified in the Franchise Agreement. The Territory for a Traditional Restaurant is typically a one and one-half mile radius from the Traditional Restaurant. If a Traditional Restaurant is in a convenience and gas store, the Territory is generally a one-mile radius from the Restaurant.

The Franchise Agreement allows LJS to establish franchised and Company-owned Restaurants at the following locations within the Territory: (1) on rights-of-way of any limited access highways or toll roads, highway rest stops, and travel plazas, (2) interior mall locations, (3) airports, bus, and railway terminals, (4) educational, industrial or health care institutions, such as campus locations, (5) office or business complexes or buildings, (6) military installations, or (7) athletic arenas, stadiums, or facilities, (8) amusement parks, zoos, parks, aquariums, museums, expositions, convention centers, fairs, art centers, concert venues, theaters, drive-in theaters, movie theaters, amphitheaters, casinos, or similar facilities or events.

The Franchise Agreement also allows LJS to sell within the Territory, directly or through third parties and through channels of distribution that LJS may determine, products that are the same as, or similar to those sold in Restaurants, using brand names the same as, or similar to, those used in the Restaurants, but those items must be either packaged or bottled and sold for preparation or consumption off the selling premises, and they must not be sold by or through restaurant outlets. LJS's current standard form of Franchise Agreement provides that if LJS sells similar products through non-restaurant outlets within a franchisee's Territory, LJS must transfer and contribute on an annual basis an amount equal to one-half of the net income generated by the sales of these items from these outlets to LJS to be used and administered by LJS for advertising and marketing programs. The locations and channels of distribution that LJS may establish or use within the Territory may compete with the Traditional Restaurant. Franchisees of Traditional Restaurants will not receive an exclusive territory. They may face competition from other franchisees or from other channels of distribution or competitive brands that LJS controls.

Franchise Agreement: Non-Traditional Restaurants

LJS Non-Traditional Restaurants will solely be permitted to operate in the specific Non-Traditional location designated in the Franchise Agreement and Non-Traditional Restaurant addendum.

The Franchise Agreement allows LJS to establish franchised and Company-owned LJS Traditional Restaurants and LJS Non-Traditional Restaurants at the following locations without a territorial limitation or restriction concerning distance or proximity to an LJS Non-Traditional Restaurant: (1) on rights-of-way of any limited access highways or toll roads, highway rest stops, and travel plazas, (2) interior mall locations, (3) airports, bus, and railway terminals, (4) educational, industrial or health care institutions, such as campus locations, (5) office or business complexes or buildings, (6) military installations, or (7) athletic arenas, stadiums, or facilities, (8) amusement parks, zoos, parks, aquariums, museums, expositions, convention centers, fairs, art

centers, concert venues, theaters, drive-in theaters, movie theaters, amphitheaters, casinos, or similar facilities or events.

The Franchise Agreement also allows LJS to sell directly or through third parties and through channels of distribution that LJS may determine, products that are the same as, or similar to those sold in Restaurants, using brand names the same as, or similar to, those used in the Restaurants, but those items must be either packaged or bottled and sold for preparation or consumption off the selling premises, and they must not be sold by or through restaurant outlets. LJS's current standard form of Franchise Agreement provides that if LJS sells similar products through non-restaurant outlets within a franchisee's Territory, LJS must transfer and contribute on an annual basis an amount equal to one-half of the net income generated by the sales of these items from these outlets to LJS to be used and administered by LJS for advertising and marketing programs. The locations and channels of distribution that LJS may establish or use within the Territory may compete with the Traditional Restaurant. Franchisees of Traditional Restaurants will not receive an exclusive territory. They may face competition from other franchisees or from other channels of distribution or competitive brands that LJS controls.

Development Agreement

If we sign a Development Agreement with you, you will be granted a territory to develop LJS Restaurants. The territory will be more fully described in the development agreement, but may permit you to develop a set number of restaurants within a limited geographical area that could be a certain area within a certain set boundary, city, county, region, state or other area as we may individually negotiate with you. We consider many factors in determining the territory that you may be permitted to develop, including, among other things, population, traffic patterns, trade areas and proximity to other standard business generators such as schools and universities, business centers and other factors.

Even if you have a Development Agreement for a territory, you will still need to separately sign a franchise agreement for and obtain our approval for the particular for each LJS Restaurant you are required to develop.

In most cases, your right to develop LJS Restaurants under the development agreement will not be exclusive, meaning that you may compete against other franchisees, LJS Restaurants that we own and operate in the territory, and from other competitors that we may own and/or control (subject to the radius limitations outlined herein for distances between LJS Restaurants and as set forth in each LJS Restaurant franchise agreement). We or other third parties may continue to build and develop LJS Restaurants within your territory unless your development agreement expressly provides otherwise.

In some limited cases we may agree to provide you with an exclusive territory, particularly in markets where we are seeking to expand our LJS Restaurants. In these cases, you will be required to comply with the development schedule outlined in the Development Agreement and all other terms and conditions of such agreement, or you may lose your right to exclusivity and right to develop within that territory (among other consequences of non-compliance).

Regardless of the type of development agreement you sign, we will always have the right to operate, and license others to operate through franchise agreements, (1) LJS Restaurants in your territory after the development agreement has expired, and (2) at any time, operate and license others to operate LJS Non-Traditional Restaurants within the territory at airports, train stations, bus stations, transportation centers, travel plaza, stadiums, arenas, convention centers, military

facilities, gas stations, convenience stores, schools, colleges, universities, hospitals, theme parks, office buildings, food courts, venues in which foodservice is or may be provided by a master concessionaire or contract foodservice provider, on any Indian reservations, in any casinos, or other similar captive market location.

Nothing within the development agreement will provide you with any form of options, rights of first refusal, or similar rights to acquire other LJS Restaurants beyond the specific rights you obtain in the development agreement.

Other Programs

Prior to the issuance date of this Disclosure Document, LJS granted certain LJS franchisees a 3 mile radius protection against our development of or licensing for co-branded LJS Restaurants or a Restaurant in a convenience and gas store, and LJS will continue to recognize that radius protection.

Other Information

The LJS Franchise Agreement is for the specified Restaurant location only. Franchisees may not relocate their Restaurants without LJS's prior written approval. LJS usually does not consider requests for relocation unless the Restaurant has been rendered inoperable by casualty, taken in condemnation proceedings or access to the Restaurant has been reduced by roadway relocations or closings or the Restaurant cannot be used for similar reasons beyond the franchisee's control. LJS may permit a transfer and relocation for economic reasons in its sole discretion.

Franchisees' limited territorial rights under the LJS Franchise Agreement, if applicable, are not dependent upon achievement of any certain sales volume, market penetration or other contingency. Once LJS assigns a Territory under an LJS Franchise Agreement, that Territory can be modified only by mutual agreement between you and LJS.

There are no restrictions on the customers which you or LJS may solicit. Unless you have a development agreement, you will have no options, rights of first refusal, or similar rights to acquire additional franchises in any territory.

Although LJS does not presently do so, it may sell products under the LJS Trademarks and other trademarks (including within and outside your Territory, if applicable) through any method of distribution other than a dedicated LJS Restaurant, including, sales through such channels of distribution as the internet, catalog sales, telemarketing or other direct marketing sales (together, "alternate distribution channels"). Except as described above, LJS is not required to compensate you for soliciting or accepting orders (including within and outside your Territory, if applicable).

You may solicit or accept orders from customers located inside and outside of your Territory, if applicable. You may not make any sales through channels of distribution other than your Restaurant.

ITEM 13
TRADEMARKS

You will have the right under your LJS Franchise Agreement to operate a Restaurant under the name "Long John Silver's" and using the trademarks, service marks and trade names listed in the Operations Manual and the LJS Franchise Agreement ("Proprietary Marks" or "Marks"). If LJS

requires you to modify or discontinue use of a Mark for any reason, LJS does not have to compensate you. You may use the Marks only as provided for in the Operations Manual and the LJS Franchise Agreement. LJS may in the future adopt additional trademarks, service marks or trade names, and LJS may modify or delete any of the Marks.

The principal Marks currently registered or pending are:

Trademark	**Application/Registration No.**	**Application/ Registration Date**
ADD-A-PIECE	1778182	6/22/1993
AMERICA'S FISH FRY	4733462	5/5/2015 Supplemental Register
BIG CATCH	2719575	5/27/2003
CINNAPUPS	5704363	3/19/2019
CRUMBLIES	1107461	11/28/1978
FISH & MORE	1098921	8/8/1978
FISH DESIGN	3242225	5/15/2007
FISH YEAH!	6185928	10/27/2020
HOOK 2	90104514	8/10/2020
ICEFLOW	3999467	7/19/2011
LJS	5418970	3/6/2018
LJS & DESIGN	5800768	7/8/2025
LJS	98355746	1/12/2024
LJS & DESIGN	98355748	1/12/2024
LONG JOHN SILVER'S	0917847	8/3/1971
LONG JOHN SILVER'S	0933683	5/9/1972
LONG JOHN SILVER'S NEW FISH LOGO (Circular)	6008246	3/10/2020
LONG JOHN SILVER'S NEW FISH LOGO (1 Line)	5282740	9/5/2017
LONG JOHN SILVER'S NEW FISH LOGO (2 Line)	5800767	7/8/2025
LONG JOHN SILVER'S NEW FISH LOGO (3 Line Stacked)	5267683	8/15/2017
LONG JOHN SILVER'S STYLIZED (2003 Logo)	3077448	4/4/2006
LONG JOHN SILVER'S STYLIZED W/ DESIGN	1867357	12/13/1994
LONG JOHN SILVER'S STYLIZED W/ DESIGN (Flat Logo)	2851158	6/8/2004
LONG JOHN SILVER'S STYLIZED W/ DESIGN (Stacked Logo)	2854142	6/15/2004
LONG JOHN SILVER'S STYLIZED W/ DESIGN (2 Line Logo)	2808979	1/24/2004
LONG JOHN SILVER'S	98355738	1/12/2024
LONG JOHN SILVER'S	98355744	1/12/2024
LJS CIRCLE DESIGN	5800768	7/9/2019
PIRATE LOGO (HALF BODY)	6568346	11/23/2021

Trademark	Application/Registration No.	Application/ Registration Date
PIRATE LOGO (FULL BODY)	6310123	3/30/2021
QUEEN ANNE'S REVENGE	97015446 (Application)	9/7/2021
SAIL LOGO	4621291	10/14/2014
SEACRET SOCIETY	98355752 (Application)	1/12/2024
SEAS EVERY MOMENT	6212762	12/1/2020
SILVER'S TEA	4480146	2/11/2014
TREASURE CHEST	2903191	11/16/2004
TREASURE EVERY BITE	7214573	11/7/2023
WANT THE FISH	6441631	8/3/2021

LJS has either caused the Marks to be registered with the United States Patent and Trademark Office on the Principal Register or the Supplemental Register (as indicated above), or has filed an application for registration that is pending. LJS has caused to be filed all affidavits necessary for registrations and applications. All registered Marks are registered on the United States Patent and Trademark Office's Principal Register or Supplemental Register. LJS has not obtained a registration for any Mark in any State.

You must promptly notify LJS of any claim based upon any attempt by another person to use the Marks or any imitation of the Marks. You are also required to notify LJS promptly if you become aware of any litigation relating to Marks and LJS will have the sole right and duty to defend any action. You must not contest or bring any action against any third party regarding the third party's use of any of the Marks. LJS will have the exclusive right to contest or bring an action and will exercise this right in their sole discretion. LJS is not required to indemnify you in a trademark action. LJS has the right to control any administrative proceedings or litigation involving a trademark licensed by LJS to you.

LJS has no knowledge of any infringing uses which could materially affect your use of the Marks in this state or the state where the licensed business is to be located. There are no presently effective determinations of the Patent and Trademark Office, Trademark Trial and Appeal Board, the trademark administrator of this or any state or any court, nor are there any pending interference, opposition or cancellation proceedings or any pending material litigation involving the Marks. LJS does not know of any pending interference, opposition, cancellation proceedings or any pending material litigation affecting or involving the Marks or of any agreements which limit the rights of the LJS to use or license the use of the Marks.

You may not use our Proprietary Marks in any Internet domain name or e-mail address, in the operation of any Internet web site, on a social networking site, in social media or other future technological avenue (collectively, "Social Media") without our prior written consent. We may grant or withhold our consent in our sole discretion and may condition our consent on such requirements as we deem appropriate, including, among other things, that you obtain our written approval of: (A) any and all Internet domain names and home page addresses related to the Franchised Restaurant; (B) the proposed form and content of any web site related to the Franchised Restaurant; (C) your use of any hyperlinks or other links; (D) your use of any materials (including text, video clips, photographs, images and sound bites) in which any third party has an ownership interest; and (E) any proposed modification of your web site. We may designate the form and content of your web site and/or require that any such web site be hosted by us or a third party whom we designate, using one or more web sites that we own and/or control. We may charge you a fee for developing, reviewing and approving your web site and/or for hosting the web site.

We have established a Social Media and Privacy policy and you must comply with such policies, as modified from time to time, and any additional policies that we issue. Any copyright in your sites or pages on any Social Media are owned by us, and you must sign any documents that we reasonably deem necessary to affirm our ownership of the copyright.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

LJS does not own any rights in any patents that are material to the LJS franchise. You will receive certain trade secrets and proprietary information in the Operations Manual and through other means. LJS claims copyright protection for the Operations Manual, certain training materials and other proprietary written materials. You are required to maintain the strict confidentiality of that information.

You may never reveal any of our confidential information to another person or use it for any other purpose or business and must take reasonable steps to protect the confidentiality of our proprietary information. You may use the proprietary information and copyrighted materials only according to the Franchise Agreement and similar agreements and Operations Manual. You must follow our directions in using the proprietary information and copyrighted and any modified or new materials. If we require you to modify or discontinue use of any proprietary information and copyrighted materials, we do not have to compensate you. This modification or discontinuance will not provide you with any termination or other rights.

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

You must at all times faithfully, honestly, and diligently perform your obligations under the Development Agreement, Franchise Agreement, or other agreement entered into with LJS, and continuously exert your best efforts to promote and enhance the LJS Restaurant, and not engage in any other business or activity that conflicts with your obligations to operate the LJS Restaurant using your best efforts. It is your responsibility to protect and assure the confidentiality of any proprietary information and trade secrets like methods, procedures, layouts, standards, specifications, designs, recipes and rules, or knowledge you obtain concerning the operation of the LJS Restaurant which may be disclosed to managers and other persons having an interest in the LJS Restaurant.

If you are part of a group of individuals or an Entity, you are required to designate one individual as the “Managing Owner” who will be the person that we will communicate with and will have the authority to bind you with respect to all financial, operational and legal matters regarding the LJS Restaurant, the Franchise Agreement, the Development Agreement (if applicable), and all related exhibits and agreements. In most cases the Managing Owner will own the majority of all equity interests in you. If no owner owns a majority in you, the Managing Owner would be the highest equity owner during the period they serve as Managing Owner.

While you do not have to participate personally in the direct operation of your LJS Restaurant, you will also need to designate an “Principal Operating Owner,” who will be required to dedicate their full time and effort to the supervision and operation of the LJS Restaurants that you develop and operate and live within the geographic area where your LJS Restaurants are located. Such person must have at least 5% equity in the Entity that owns and operates the LJS Restaurants.

Your Principal Operating Owner and the Managing Owner can be the same person. Both the Principal Operating Owner and the Managing Owner must execute the Franchise Agreement, the Development Agreement (if applicable) and other agreements and documents related to the LJS Restaurant as requested by LJS.

To the extent that you are operating in more than one geographical area, you must designate a "Principal Manager" for each geographic area outside of the geographic area where the Principal Operating Owner is located.

The Managing Owner, Principal Operating Owner, and the Principal Manager, along with each LJS Restaurant general manager and other of your employees as LJS designates, must successfully complete LJS's training programs as designated by LJS. Store level managers and regional managers are not required to have any ownership interest in the Restaurant, but you must place restrictions on such individuals to make sure they do not disclose or misuse the proprietary information contained in the Operations Manual or otherwise communicated to you by LJS.

You must also maintain a competent, conscientious, trained staff, including fully-trained manager, assistant managers and shift leaders for the LJS Restaurant. In entering into the Franchise Agreement with us, you will acknowledge and agree that you are solely responsible for all employment decisions and functions of your Restaurant including decisions or actions related to hiring, firing, training, compliance with wage and hour requirements, personnel policies, scheduling benefits, recordkeeping, supervision, and discipline of employees. You will further agree that we will not be deemed a joint employer with you for any reason. If we incur any cost, expense, loss, or damage as a result of any your actions or omissions or your employees, including any that relate to any party making a finding of any joint employer status, you must fully indemnify us for such cost, expense, loss, or damage. We impose no limitations as to who you may hire, and you are solely responsible for the adequate staffing of your LJS Restaurant and your human resources operations. You must comply with all applicable laws and must not harm the goodwill associated with the System and the Proprietary Marks (this requirement may affect who you hire as your manager).

If you are an Entity, then all general partners and all owners of a 10% or greater interest must sign a Personal Guaranty that guarantees payment and performance of your obligations to LJS. In community property states, LJS may require the spouse of any individual franchisee or any 10% or more interest holder to sign a Personal Guaranty. If you sign a Franchise Agreement for an LJS Restaurant, you and certain other owners of your franchise entity must sign a Confidentiality and Noncompetition Agreement. Under the Confidentiality and Noncompetition Agreement, you must not directly or indirectly own, maintain, engage in, or have any interest in any restaurant or food service business if the gross receipts of seafood of that business is likely to constitute 20% or more of the total gross receipts: (1) during the term of the Franchise Agreement; or (2) for a period of one year after the expiration or termination of the Franchise Agreement, if the competitive business is located within a 10-mile radius of the Restaurant or any other LJS Restaurant that is currently in place, pending, or under construction.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may sell only those food and beverage products that LJS designates in the Operations Manual and meet the standards contained in the Operations Manual. There are no limitations on LJS's right to modify the product standards and the approved menu. If you want to sell any food

products or beverages not authorized in the Operations Manual, you must first request LJS's approval, which LJS may grant or deny in its sole discretion. You do not have the right to sell products or services under the Long John Silver's name anywhere except the location specified in the LJS Franchise Agreement. There are no restrictions on the customers you may serve.

LJS may, under certain limited circumstances, authorize the sale of approved menu products for special or short term programs or authorize the introductory sale of newly-approved menu products, either on a short term or permanent basis. LJS may deny your participation in these special, short term or introductory offers of menu items if you are not in good standing or if you do not agree to comply with the conditions of the program or offer.

In certain cases for LJS Non-Traditional Restaurants, we may require that you refrain from selling from within the structure or building where it is operating any food items that are sold at the LJS Non-Traditional Restaurant, which may limit your ability to sell certain freshly-prepared food items. In addition, we typically will require you to refrain from selling from the convenience store or other structure any adult books or magazines, pornographic materials, other items featuring nudity or sexual activity or any sexually oriented devices.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

These tables list important provisions of the Franchise Agreement and related agreements. You should read these provisions in the agreements attached to this Disclosure Document.

THE FRANCHISE RELATIONSHIP

Franchise Agreement - Traditional Restaurant

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
a. Length of the franchise term	Section 2.01 and 2.02	Generally 20 years – with two five-year options or concurrent with lease term not to exceed a total of 30 years.
b. Renewal or extension	Section 2.03	Generally two five-year options if you are in good standing and comply with renewal conditions.
c. Requirement for franchisee to renew or extend	Section 2.03	You must (a) give LJS written notice (b) not be in default (c) satisfy all monetary obligations (d) provide information as requested (e) sign LJS's then-current standard form renewal franchise agreement (f) sign a general release (g) provide evidence satisfactory to LJS that you have the right to remain in possession of the Restaurant for the duration of the renewal term and (h) complete, or provide for, the renovation and modernization of the Restaurant and Restaurant premises as LJS may reasonably require. You may be asked to sign a contract with materially different terms and conditions than your original contract.
d. Termination by franchisee	Sections 3.01	You have option to terminate if Restaurant is untenantable by fire or other casualty within two years prior to the date of expiration. You have the right to terminate and seek a refund of the initial fee under certain circumstances and conditions if you cannot locate a suitable site for the Restaurant.

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
e. Termination by franchisor without cause	Not Applicable	Not Applicable.
f. Termination by franchisor with cause	Section 11.01	LJS can terminate if you default.
g. "Cause" defined - curable defaults	Section 11.01	(1) If you fail, refuse or neglect to adhere to the standards and specifications in the Operations Manual and otherwise adopted by LJS from time to time; (2) if you or any of your affiliates fail, refuse or neglect to pay promptly when due any amounts owed to LJS or any of its affiliates; (3) if you fail, refuse or neglect to submit to LJS any financial or other information required; (4) if you fail, refuse or neglect to obtain LJS's prior written approval or consent as required; (5) if you fail, refuse or neglect to observe the conditions governing the sale of beer or wine set out in Section 5 of the Franchise Agreement; (6) if you fail, refuse or neglect to observe any other obligations under the Franchise Agreement or to carry out the terms of the Franchise in good faith; (7) termination of any other agreement between you (or your owners or affiliates) and us (or our owners and affiliates) due to failure to comply with the agreement and timely cure.
h. "Cause" defined - non-curable defaults	Sections 11.01	(1) If, in our reasonable determination, you become insolvent or make general assignment for the benefit of creditors; (2) if you are adjudicated bankrupt; (3) if a final judgment against you remains unsatisfied for 30 days or longer; (4) if execution is levied against your business or property to foreclose any lien against the assets of the Restaurant; (5) if you fail for any reason to have opened the franchised Restaurant for business within 18 months from the date of the Franchise Agreement, or if you cease to operate or otherwise abandon or forfeit the legal right to transact business at the Restaurant, or if, at any time after the Restaurant opens, you do not cause the Franchised Restaurant to be continuously operated seven days per week during prescribed business hours; (6) if you are convicted of a felony;(7) if you transfer any rights or obligations arising under the Franchise Agreement to any third party without LJS's prior written consent; (8) if you misuse or make any unauthorized use of our intellectual property; (9) if you disclose to a third party any proprietary information or confidential information; (10) if default under the Franchise Agreement after three or more written (including email) notices of default have been sent to you; (11) if you make any material misrepresentation to LJS in any information or report provided prior to or during the term of the Franchise Agreement; (12) if you fail to repair or restore the Restaurant to its former condition within six months of its being damaged or rendered totally or partially untenantable by fire or other casualty; (13) if you fail 3 food safety or restaurant standard inspections and/or inspections related to public health or safety within a 12 month period; and (14) termination of any other agreement between you (or your owners or affiliates) and us (or our owners and affiliates) due to failure to comply with the agreement.
i. Franchisee's obligations on termination/nonrenewal	Section 11.02	You must promptly pay to LJS and subsidiaries all sums owed to them. You must immediately cease to use any proprietary information or other trade secrets and must not use them after that. You must, on or before the effective date of termination or

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
		expiration (i) remove from the franchised premises all signs, emblems and displays identifying it as being associated with the Company,(ii) cease to use and return to the Company all copies of the Operations Manual, and (iii) cancel any assumed name or equivalent registration that contains our intellectual property. LJS has an option to purchase. In certain circumstances following a default under the Franchise Agreement, you must pay to the Company in lump sum as liquidated damages an amount equal to the Restaurant's net sales for the 12 month period immediately preceding the termination multiplied by a factor equal to two times the royalty rate.
j. Assignment of contract by franchisor	Section 13.01	No restrictions on LJS's right to assign.
k. "Transfer" by franchisee – defined	Section 13.02	Includes transfer of Franchise Agreement, ownership in business entity, and operation of the Restaurant
l. Franchisor's approval of transfer by franchisee	Section 13.02	LJS has the absolute right to approve all transfers. LJS will not unreasonably withhold its consent to any assignment if certain conditions are met.
m. Conditions for Franchisor's approval of transfer	Section 13.02	Written transfer request notice required. You cannot be in default, all monetary obligations must be satisfied, and you must sign a general release. Assignee (new franchisee) must meet character, financial and managerial requirements, sign current standard form franchise agreement. Assignee and/or its employees must complete LJS training. Assignee agrees to update the Restaurant to current standards. A transfer fee is charged.
n. Franchisor's right of first refusal to acquire franchisee's business	Section 13.02(g) Section 11.03	LJS has the right to match any bona fide offer for your interest in the Franchise Agreement, assets or ownership interest. (Section 13.02 (g)) or any offer for the assets and business comprising the Restaurant (Section 11.03).
o. Franchisor's option to purchase franchisee's business	Section 11.03	Upon termination or expiration, LJS will have the option to purchase land, building, leasehold estate and improvements, any patented, special or unique items of LJS restaurant equipment at fair market value.
p. Death or disability of franchisee	Section 13.02(f)	Upon your death, your personal representative may sell or transfer your interest to a third party, subject to conditions in the Franchise Agreement. If no offer to sell is made and your rights are distributable to heirs, then provided heirs qualify, LJS will approve transfer. The personal representative may transfer the affected interest in franchisee to a third party, subject to the conditions in the Franchise Agreement for any other transfer.
q. Non-competition covenants during the term of the franchise	Section 12.02	Except as otherwise approved in writing by LJS, during the term of the Franchise Agreement, you may not own, engage in, or have any interest in any restaurant or food service business if the gross receipts of seafood of that restaurant or business constitute or are likely to constitute 20% or more of all sales of the restaurant or business.
r. Non-competition covenants after the franchise is terminated or expires	Section 12.02(c)	For a period of one year after the expiration or termination, you may not: own, maintain, engage in, or have any interest in any restaurant or business engaged in food service which competes with Long John Silver's, which includes any restaurant where the gross receipts of seafood of the restaurant are likely to constitute 20% of all sales, except as otherwise approved in writing by LJS.

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
s. Modification of the agreement	Section 15.09(d)	No amendment, change or variance from the Franchise Agreement will be binding on either party unless mutually agreed to by the parties and signed in writing.
t. Integration/merger clause	Section 15.06	Only the terms of the Franchise Agreement and listed additional agreements are binding (subject to state law). Any representations or promises outside of the disclosure document, Franchise Agreement and listed additional agreements may not be enforceable.
u. Dispute resolution by arbitration or mediation	Not Applicable	Not Applicable
v. Choice of forum	Section 15.02	Litigation to be brought in Jefferson County, KY (subject to state law - see state specific addenda to Franchise Agreement and Disclosure Document).
w. Choice of law	Section 15.02	KY law applies (subject to state law—see state specific addenda to Franchise Agreement and Disclosure Document).

LJS Technology and Support Services Agreement

Provision	Section in LJS Technology and Support Services Agreement	Summary
a. Length of the franchise term	3	Until the first January 1 date following the effective date of the Agreement
b. Renewal or extension	3	Annual automatic renewal unless terminated
c. Requirement for franchisee to renew or extend	Not Applicable	Not Applicable
d. Termination by franchisee	3.1	You may terminate the Agreement upon 90 days prior written notice to LJS
e. Termination by franchisor without cause	3.2	LJS elects to discontinues the service system wide; LJS may cease service six months after written notice
f. Termination by franchisor with cause	2.2, 3.3 and 4.3	LJS may terminate the Agreement upon 10 days prior written notice if you use the service unreasonably or for locations not described in the Agreement, or within 30 of written notice if you fail to make payments as required, or if you default on payment of fees under maintenance contracts or change the terms of the maintenance without LJS approval
g. "Cause" defined - curable defaults	Not Applicable	Not Applicable
h. "Cause" defined - non-curable defaults	Not Applicable	Not Applicable
i. Franchisee's obligations on termination/nonrenewal	8.2	You are responsible to pay LJS for all services performed prior to the date of termination.
j. Assignment of contract by franchisor	9.6	LJS may assign to commonly owned affiliates

Provision	Section in LJS Technology and Support Services Agreement	Summary
k. "Transfer" by franchisee – defined	9.6	You may not assign without the written consent of LJS, which consent must not be unreasonably withheld
l. Franchisor's approval of transfer by franchisee	Not Applicable	Not Applicable
m. Conditions for Franchisor's approval of transfer	Not Applicable	Not Applicable
n. Franchisor's right of first refusal to acquire franchisee's business	Not Applicable	Not Applicable
o. Franchisor's option to purchase franchisee's business	Not Applicable	Not Applicable
p. Death or disability of franchisee	Not Applicable	Not Applicable
q. Non-competition covenants during the term of the franchise	Not Applicable	Not Applicable
r. Non-competition covenants after the franchise is terminated or expires	Not Applicable	Not Applicable
s. Modification of the agreement	9.5	May be amended only be written instrument signed by you and LJS
t. Integration/merger clause	9.5	Only the terms of the LJS Technology and Support Services Agreement and listed additional agreements are binding (subject to state law). Any representations or promises outside of the disclosure document, LJS Technology and Support Services Agreement and listed additional agreements may not be enforceable.
u. Dispute resolution by arbitration or mediation	Not Applicable	Not Applicable
v. Choice of forum	9.2	Litigation must be filed in Kentucky (subject to state law- see state specific addenda to LJS Technology and Support Services Agreement and Disclosure Document).
w. Choice of law	9.2	KY law applies (subject to state law - see state specific addenda to LJS Technology and Support Services Agreement and Disclosure Document).

Development Agreement

Provision	Section in LJS Development Agreement	Summary
a. Length of the franchise term	Section 2.01	Mutually agreed upon
b. Renewal or extension	Section 2.01	No renewal

Provision	Section in LJS Development Agreement	Summary
c. Requirement for franchisee to renew or extend	Section 2.01	You have no right to renew or extend your rights under this Agreement.
d. Termination by franchisee	Not applicable	Not applicable
e. Termination by franchisor without cause	Not applicable	Not applicable
f. Termination by franchisor with cause	Section 8	We can terminate only for specified causes
g. "Cause" defined - curable defaults	Section 8.02	30 days to cure certain breaches of the Development Agreement.
h. "Cause" defined - non-curable defaults	Sections 8.01 and 8.02	Includes insolvency; failure to meet development schedule; unauthorized transfer; misrepresentations; conviction of a felony; unauthorized disclosure of confidential information; any default by you under a franchise agreement; adverse franchise legislation.
i. Franchisee's obligations on termination/nonrenewal	Section 9	Comply with covenant not to compete
j. Assignment of contract by franchisor	Section 10.08	No restriction on our right to assign
k. "Transfer" by franchisee – defined	Section 1.04	Includes transfer of agreement, sale of business and ownership changes.
l. Franchisor's approval of transfer by franchisee	Not applicable	You are not permitted to transfer the development agreement.
m. Conditions for Franchisor's approval of transfer	Not applicable	Not applicable
n. Franchisor's right of first refusal to acquire franchisee's business	Section 7.06	We can match any offer for your development rights.
o. Franchisor's option to purchase franchisee's business	Not applicable	Not applicable
p. Death or disability of franchisee	Section 7.05	Franchise must be assigned by estate to approved buyer within nine months.
q. Non-competition covenants during the term of the franchise	Section 6.02	No involvement in any competing business regardless of its location.
r. Non-competition covenants after the franchise is terminated or expires	Section 9.02	No competing business for 2 years within your Development Area or within 1 mile of any other Restaurant.
s. Modification of the agreement	Section 10.10	No modifications except by written agreement signed by both parties.
t. Integration/merger clause	Section 10.10	Only terms of Development Agreement are binding (subject to state law); any representations or promises outside the disclosure document and development agreement may not be enforceable.

Provision	Section in LJS Development Agreement	Summary
		However, nothing in the Development Agreement or any related agreement is intended to disclaim our representations made in this Disclosure Document.
u. Dispute resolution by arbitration or mediation	Not Applicable	Not Applicable
v. Choice of forum	9.2	Litigation must be filed in Kentucky (subject to state law- see state specific addenda to Development Agreement and Disclosure Document).
w. Choice of law	9.2	KY law applies (subject to state law - see state specific addenda to Development Agreement and Disclosure Document).

ITEM 18
PUBLIC FIGURES

LJS does not use any public figure to promote its franchises.

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

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

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Anthony Ellis at 10350 Ormsby Park Place, Suite 300, Louisville, KY 40223, (502) 815-6100, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
LJS Systemwide Outlet Summary
For Years 2023 to 2025

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of Year	Column 4 Outlets at the End of Year	Column 5 Net Change
	2023	367	322	-45
	2024	322	281	-41
Franchised	2025	281	261	-20
	2023	222	217	-5
	2024	217	221	+4
Company-Owned	2025	221	218	-3
	2023	**589**	**539**	**-50**
	2024	**539**	**502**	**-37**
Total Outlets	**2025**	**502**	**479**	**-23**

Table No. 2
Transfers of LJS Franchised Outlets to New Owners (Other than the Franchisor)
For Years 2023 to 2025

Column 1 State	Column 2 Year	Column 3 Number of Transfers
	2023	2
	2024	0
Arizona	2025	0
	2023	1
	2024	0
Arkansas	2025	0
	2023	0
	2024	8
California	2025	0
	2023	4
	2024	0
Georgia	2025	0
	2023	0
	2024	5
Florida	2025	0
	2023	2
	2024	0
Indiana	2025	2
	2023	2
	2024	0
Kentucky	2025	0
	2023	0
	2024	0
New Mexico	2025	0

Column 1 State	Column 2 Year	Column 3 Number of Transfers
	2023	11
	2024	0
Ohio	2025	0
	2023	2
	2024	0
Tennessee	2025	0
	2023	0
	2024	4
Texas	2025	0
	2023	0
	2024	0
Virginia	2025	2
	2023	**24**
	2024	**17**
TOTALS	**2025**	**4**

Table No. 3
Status of LJS Franchised Outlets
For Years 2023 to 2025

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Terminations	Col. 6 Non-Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Operations-Other Reasons	Col. 9 Outlets at End of Year
	2023	1	0	0	1	0	0	0
	2024	0	0	0	0	0	0	0
Alabama	2025	0	0	0	0	0	0	0
	2023	15	0	0	0	0	9	6
	2024	6	0	0	0	2	0	4
Arizona	2025	4	0	0	0	0	3	1
	2023	8	0	0	0	1	2	5
	2024	5	0	0	0	0	0	5
Arkansas	2025	5	0	0	0	0	0	5
	2023	16	0	0	0	0	1	15
	2024	15	0	0	0	0	1	14
California	2025	14	0	0	0	0	0	14
	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	0	4
Colorado	2025	4	0	0	0	0	2	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
Connecticut	2025	2	0	0	0	0	2	0
	2023	14	0	0	1	0	0	13
	2024	13	0	0	0	0	2	11
Florida	2025	11	0	0	1	0	0	10
	2023	6	5	0	1	0	0	10
	2024	10	0	0	0	0	3	7
Georgia	2025	7	0	0	0	0	0	7
Illinois	2023	9	0	0	0	0	1	8

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Terminations	Col. 6 Non-Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Operations-Other Reasons	Col. 9 Outlets at End of Year
	2024	8	0	0	0	3	0	5
	2025	5	0	0	0	0	0	5
	2023	11	0	0	0	0	0	11
	2024	11	0	0	0	3	0	8
Indiana	2025	8	0	0	0	0	1	7
	2023	10	0	0	0	0	1	9
	2024	9	0	0	0	7	0	2
Iowa	2025	2	0	0	0	0	0	2
	2023	5	0	0	0	0	0	5
	2024	5	0	0	0	0	0	5
Kansas	2025	5	0	0	0	0	0	5
	2023	35	1	0	0	0	3	33
	2024	33	0	0	0	0	1	32
Kentucky	2025	32	1	0	0	0	1	32
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
Louisiana	2025	0	0	0	0	0	0	0
	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	1	2
Maryland	2025	2	0	0	0	0	0	2
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Massachusetts	2025	1	0	0	0	0	0	1
	2023	5	0	0	0	0	0	5
	2024	5	0	0	0	0	0	5
Michigan	2025	5	0	0	0	0	0	5
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Minnesota	2025	1	0	0	0	0	0	1
	2023	21	0	0	0	0	0	21
	2024	21	0	0	0	5	2	14
Missouri	2025	14	0	0	0	0	1	13
	2023	11	0	0	0	0	1	10
	2024	10	0	0	0	0	1	9
Nebraska	2025	9	0	0	1	0	1	7
	2023	3	0	0	0	0	1	2
	2024	2	0	0	0	0	0	2
Nevada	2025	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	1	0	0	1
New Hampshire	2025	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
New Jersey	2025	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
New Mexico	2025	1	0	0	0	0	0	1
	2023	5	0	0	0	0	0	5
New York	2024	5	0	0	1	0	0	4

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Terminations	Col. 6 Non-Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Operations-Other Reasons	Col. 9 Outlets at End of Year
	2025	4	0	0	0	0	2	2
	2023	2	1	0	0	0	1	2
	2024	2	0	0	0	0	0	2
North Carolina	2025	2	0	0	0	0	0	2
	2023	52	0	0	0	0	5	47
	2024	47	0	0	4	0	0	43
Ohio	2025	43	1	0	1	0	3	40
	2023	14	0	0	0	9	3	2
	2024	2	0	0	0	0	0	2
Oklahoma	2025	2	1	0	0	0	0	3
	2023	3	0	0	1	0	0	2
	2024	2	0	0	0	0	0	2
Oregon	2025	2	0	0	1	0	0	1
	2023	9	0	0	0	0	2	7
	2024	7	0	0	0	0	0	7
Pennsylvania	2025	7	0	0	0	0	0	7
	2023	4	6	0	0	0	0	10
	2024	10	0	0	0	0	2	8
South Carolina	2025	8	0	0	0	0	1	7
	2023	15	8	0	0	0	3	20
	2024	20	1	0	0	0	1	20
Tennessee	2025	20	0	0	0	0	1	19
	2023	41	0	0	11	9	0	21
	2024	21	0	0	0	0	0	21
Texas	2025	21	2	0	1	0	1	21
	2023	27	0	0	0	0	0	27
	2024	27	0	0	0	0	0	27
Virginia	2025	27	0	0	1	0	0	26
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Washington	2025	1	0	0	0	0	0	1
	2023	8	1	0	0	0	0	9
	2024	9	0	0	0	0	1	8
West Virginia	2025	8	0	0	0	0	0	8
	2023	1	0	0	0	0	0	1
	2024	1	0	0	1	0	0	0
Wyoming	2025	0	0	0	0	0	0	0
	2023	367	22	0	15	19	33	322
	2024	322	1	0	7	20	15	281
TOTALS	**2025**	281	5	0	6	0	19	261

Table No. 4
Status of LJS Company Outlets
For Years 2023 to 2025

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 Year
	2023	0	0	0	0	0	0
	2024	0	0	2	0	0	2
Arizona	2025	2	0	0	0	0	2
	2023	0	0	1	0	0	1
	2024	1	0	0	0	0	1
Arkansas	2025	1	0	0	0	0	1
	2023	5	0	0	0	5	0
	2024	0	0	0	0	0	0
Georgia	2025	0	0	0	0	0	0
	2023	11	0	0	0	0	11
	2024	11	0	3	2	0	12
Illinois	2025	12	0	0	0	0	12
	2023	45	0	0	2	0	43
	2024	43	0	3	1	0	45
Indiana	2025	45	0	0	0	0	45
	2023	0	0	0	0	0	0
	2024	0	0	7	0	0	7
Iowa	2025	7	0	0	0	0	7
	2023	10	0	0	0	0	10
	2024	10	0	0	1	0	9
Kansas	2025	9	0	0	1	0	8
	2023	12	0	0	0	1	11
	2024	11	0	0	0	0	11
Kentucky	2025	11	1	0	0	0	12
	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
Louisiana	2025	1	0	0	0	0	1
	2023	2	0	0	0	0	2
	2024	2	0	0	0	0	2
Maryland	2025	2	0	0	1	0	1
	2023	19	0	0	0	0	19
	2024	19	0	0	3	0	16
Michigan	2025	16	0	0	1	0	15
	2023	0	0	0	0	0	0
	2024	0	0	5	1	0	4
Missouri	2025	4	0	0	0	0	4
	2023	13	0	0	0	0	13
	2024	13	0	0	2	0	11
New Mexico	2025	11	0	0	0	0	11
	2023	2	0	0	0	1	1
	2024	1	0	0	1	0	0
North Carolina	2025	0	0	0	0	0	0

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 Year
	2023	13	0	0	1	0	12
	2024	12	0	0	3	0	9
Ohio	2025	9	3	0	1	0	11
	2023	0	0	9	0	0	9
	2024	9	0	0	0	0	9
Oklahoma	2025	9	0	0	0	1	8
	2023	19	0	0	0	0	19
	2024	19	0	0	0	0	19
Pennsylvania	2025	19	0	0	1	0	18
	2023	6	0	0	0	5	1
	2024	1	0	0	0	1	0
South Carolina	2025	0	0	0	0	0	0
	2023	8	0	0	0	8	0
	2024	0	0	0	0	0	0
Tennessee	2025	0	0	0	0	0	0
	2023	45	0	9	0	0	54
	2024	54	0	0	1	0	53
Texas	2025	53	0	0	1	1	51
	2023	11	0	0	0	1	10
	2024	10	0	0	0	0	10
West Virginia	2025	10	1	0	0	0	11
	2023	**222**	**0**	**19**	**3**	**21**	**217**
	2024	**217**	**0**	**20**	**15**	**1**	**221**
TOTALS	**2025**	**221**	**5**	**0**	**6**	**2**	**218**

Table No. 5
Projected Openings as of December 28, 2025

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
Kentucky	0	4	0
New York	0	1	0
Ohio	0	3	0
Oklahoma	0	1	1
Tennessee	0	3	1
Texas	0	0	4
Virginia	0	1	0
Totals	**0**	**13**	**6**

The following independent franchisee association has been endorsed by LJS as a representative of the franchisee community:

Long John Silver's
Franchisee Association
PO Box 4227
Frankfort, KY 40604
502-320-1720
/http://www.ljsfab.org
jreid@ljsfab.org

The following independent franchisee organizations have asked to be included in this Disclosure Document:

None

During the last three fiscal years, LJS has not signed any confidentiality clauses with a current or former franchisee in an LJS Franchise Agreement, settlement agreement or any other contract restricting their ability to speak to you openly about their experience with LJS.

The following chart lists the name, city and state, and current business telephone number or last known home telephone number of every LJS franchisee who has had its franchise terminated or canceled (whether by mutual consent or otherwise), not renewed, or otherwise voluntarily or involuntarily ceased to do business under the LJS Franchise Agreement during the most recently completed fiscal year, December 30, 2024 to December 28, 2025. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Long John Silver's - FYE 12/28/2025 - Closings Franchisee Stores						
Store #	**Store City**	**Store State / Country**	**Franchisee**	**Franchisee City / Providence**	**Franchisee State / Country**	**Phone**
32169	Queen Creek	AZ / USA	Allan Luihn	Morrisville	NC / USA	919/850-0558
32168	Mesa	AZ / USA	Allan Luihn	Morrisville	NC / USA	919/850-0558
TL37553	Casa Grande	AZ / USA	Allan Luihn	Morrisville	NC / USA	919/850-0558
08476	Montrose	CO / USA	Gregory Parish	Montrose	CO / USA	970/249-4984
TL32052	Alamosa	CO / USA	Tanweer Ahmed	Spring	TX / USA	281/433-4000
29250	Hartford	CT / USA	George Fellows	New York	NY / USA	917/957-6085
29251	Plainville	CT / USA	George Fellows	New York	NY / USA	917/957-6085
24569	Fort Myers	FL / USA	Nicholas Peters	Alpharetta	GA / USA	706/885-6395
32198	Fort Wayne	IN / USA	Clint Lyders	Houghton Lake	MI / USA	248/444-4725
31447	South Williamson	KY / USA	Joseph Feeney	Daytona Beach Shores	FL / USA	419/543/0128
K071030	Mount Vernon	MO / USA	Pushpak Patel	Plano	TX / USA	972/996-4032
31420	La Vista	NE / USA	Brian Johnson	Noonan	ND / USA	306/421--1043
31135	Bellevue	NE / USA	Brian Johnson	Noonan	ND / USA	306/421--1043
26366	Hudson	NY / USA	Wayne Lobdell	Traverse City	MI / USA	231/941-5052
26355	Queensbury	NY / USA	Wayne Lobdell	Traverse City	MI / USA	231/941-5052
27999	Youngstown	OH / USA	Robert Jenkins	Morristown	TN / USA	865/919-6852
22262	Uhrichsville	OH / USA	F.W. Englefield	Heath	OH / USA	740/928-8215

Long John Silver's - FYE 12/28/2025 - Closings Franchisee Stores						
Store #	**Store City**	**Store State / Country**	**Franchisee**	**Franchisee City / Providence**	**Franchisee State / Country**	**Phone**
31168	Milford	OH / USA	Jeffrey Titlow	Cincinnati	OH / USA	916/995-6447
31449	Jackson	OH / USA	Joseph Feeney	Daytona Beach Shores	FL / USA	419/543/0128
22048	Troutdale	OR / USA	Joseph Weber	Eugene	OR / USA	541/687-8445
32149	Greer	SC / USA	Robert Jenkins	Morristown	TN / USA	865/919-6852
32160	Jackson	TN / USA	Robert Jenkins	Morristown	TN / USA	865/919-6852
27891	Houston	TX / USA	Gregory Hamer	Morgan City	LA / USA	985/384-3333
22498	Mission	TX / USA	Drew Durrett	Jacksonville	TX / USA	903/245-6448
G135151	Ashland	VA / USA	Michael Kulp	Overland Park	KS / USA	913/469-1112

The following chart lists the name, city and state, and current business telephone number or last known home telephone number of every LJS franchisee who has had its franchise terminated or canceled (whether by mutual consent or otherwise), not renewed, or otherwise voluntarily or involuntarily ceased to do business under the LJS Franchise Agreement since December 28, 2025 (or who has not communicated with LJS within 10 weeks of the issuance date of this Disclosure Document). If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Long John Silver's – Closings Franchisee Stores Since 12/28/2025						
Store #	**Store City**	**Store State**	**Franchisee**	**Franchisee City**	**Franchisee State**	**Phone**
31173	Aurora	IN	Jeffrey Titlow	Cincinnati	OH / USA	916/995-6447
31686	Richmond	IN	Jeffrey Titlow	Cincinnati	OH / USA	916/995-6447
26364	Oneida	NY	Wayne Lobdell	Traverse City	MI / USA	231/941-5052
32193	Corpus Christi	TX	Tanweer Ahmed	Spring	TX / USA	281/433-4000
32115	Bloomington	MN	Punarbasie Deenoo	Bloomington	MN/USA	952/858/9436

The following chart lists the name, city and state, and current business telephone number or last known home telephone number of every LJS franchisee who transferred its franchise to another franchisee during the most recently completed fiscal year, December 30, 2024 to December 28, 2025. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Long John Silver's - FYE 12/28/2025 - Transfers Franchisee Stores						
Store #	**Store City**	**Store State**	**Franchisee**	**Franchisee City**	**Franchisee State**	**Phone**
22428	Fort Wayne	IN	Randolph Stuck	Houghton Lake	MI	517/387-5840
H740029	Logansport	IN	Ronald Switzer	Sweetser	IN	859/223-5353
07322	Virginia Beach	VA	William Brewer	Virginia Beach	VA	757/497-8761

07520	Virginia Beach	VA	William Brewer	Virginia Beach	VA	757/497-8761

The following are lists of the names, addresses and telephone numbers of LJS's franchisees as of December 28, 2025.

LIST OF FRANCHISE RESTAURANTS BY STATE – TRADITIONAL RESTAURANTS						
Store	**Restaurant Address**	**City**	**State**	**Zip**	**Phone**	**Franchisee**
32073	309 Oak Street	Conway	AR	72032	501/327-0237	Ben Ephie
32068	4911 Towson Avenue	Fort Smith	AR	72901	479/646-6411	Ben Ephie
32074	4101 S University	Little Rock	AR	72204	501/568-5963	Ben Ephie
32167	525 Hwy 412 W	Siloam Springs	AR	72761	479/474-8589	Ben Ephie
32071	3009 Alma Hwy	Van Buren	AR	72956	479/474-8589	Ben Ephie
32178	3801 Ming Avenue	Bakersfield	CA	93309	916-940-9076	Asad Ali
32134	3605 Elkhorn Blvd	North Highlands	CA	95660	916-320-9441	Akhtar Chaudhary
32174	7228 Stockton Blvd	Sacramento	CA	95823	916-940-9076	Asad Ali
32175	314 N Wilson Way	Stockton	CA	95205	916-940-9076	Asad Ali
32180	3222 S. Mooney Blvd.	Visalia	CA	93277	916-940-9076	Asad Ali
32176	800 Colusa Avenue	Yuba City	CA	95991	916-940-9076	Asad Ali
32188	818 W Brandon Blvd.	Brandon	FL	33510	423-587-0690	Robert Jekins
32191	2799 W Oakland Park Blvd	Oakland Park	FL	33311	423-587-0690	Robert Jenkins
32192	1828 Silver Springs Blvd	Ocala	FL	34470	423-587-0690	Robert Jenkins
32155	1805 N. Slappey Drive	Albany	GA	31701	229/302-5631	Robert Jenkins
32166	3274 Highway 278 NE	Covington	GA	30014	470/273-6371	Robert Jenkins
32171	1599 Battlefield Parkway	Fort Oglethorpe	GA	30742	706/866-3573	John Kleban
32153	8502 Tara Blvd	Jonesboro	GA	30236	770/477-6299	Robert Jenkins
32156	52 Bullsboro Drive	Newnan	GA	30263	770/253-0135	Robert Jenkins
32154	1859 Washington Road	Thomson	GA	30824	706/595-8404	Robert Jenkins
31150	603 32nd Avenue	Council Bluffs	IA	51501	712/366-6567	Brian Johnson
31247	2117 N. W. Topeka Boulevard	Topeka	KS	66608	785/233-1754	Uzma Rafik
31251	2746 Fairlawn Rd.	Topeka	KS	66614	785/273-2190	Uzma Rafik
31165	7203 Alexandria Pike	Alexandria	KY	41001	859/635-5503	Jeffery Titlow

LIST OF FRANCHISE RESTAURANTS BY STATE – TRADITIONAL RESTAURANTS						
Store	**Restaurant Address**	**City**	**State**	**Zip**	**Phone**	**Franchisee**
31451	2724 Winchester Avenue	Ashland	KY	41101	606/324-8277	Joseph Feeney
07527	1335 S. US 25 E	Barbourville	KY	40906	606/546-5822	James Shoffner
07109	Trademark Shopping Center	Corbin	KY	40701	606/528-3450	James Shoffner
32113	234 S. Main St.	Hazard	KY	41701	606/439-1415	Raymond Dzierzek
31014	42 Austin Lane	London	KY	40741	606/864-4444	James Shoffner
31067	5447 New Cut Road	Louisville	KY	40214	502/361-1951	Francis Kapfhammer
31668	3407 W Broadway	Louisville	KY	40211	502/774-1285	James Shoffner
07472	116 Clay County Shopping Ctr. (US 421)	Manchester	KY	40962	606/598-6533	James Shoffner
31166	1170 Us Hwy 68	Maysville	KY	41056	606/564-7240	Jeffrey Titlow
07059	303 N 12th Street	Middlesboro	KY	40965	606/248-5065	James Shoffner
07288	1377 N Main Street	Monticello	KY	42633	606/348-9118	Francis Kapfhammer
32109	646 Northview Drive	Mount Sterling	KY	40353	859/498-4144	Joseph Feeney
32177	140 Hope Court	Nicholasville	KY	40356	859/456-6996	Robert Jenkins
32117	405 N. Mayo Trail	Paintsville	KY	41240	606/789-7620	Joseph Feeney
31838	320 Letton Drive	Paris	KY	40361	859/987-4485	Robert Jenkins
32162	555 Lone Oak Road	Paducah	KY	42003	270/442-1071	Robert Jenkins
31784	1538 Midland Trail	Shelbyville	KY	40065	502/633-6384	Francis Kapfhammer
08152	50 West Pendleton St.	Stanton	KY	40380	606/663-5133	Richard J. Ortiz
32112	2346 Kentucky Highway 15	Whitesburg	KY	41858	606/633-0140	Raymond Dzierzek
07268	60 Happy Hollow Rd.	Williamsburg	KY	40769	606/549-2220	James Shoffner
31160	4401 McMasters Rt 61	Hannibal	MO	63401	573/603-1673	Thomas Jorgensen
31476	1627 W 7th Street	Joplin	MO	64801	417/782-4940	Thomas Jorgensen
31670	1515 N. Morley Street	Moberly	MO	65270	660/269-7197	Thomas Jorgensen
31477	3210 S Highway 71	Neosho	MO	64850	417/451-0076	Thomas Jorgensen
31249	1701 N. Belt Hwy	Saint Joseph	MO	64506	816/233-3528	Uzma Rafik
31250	6104 Lake Ave.	Saint Joseph	MO	64504	816/238-2307	Uzma Rafik
31154	922 S Limit Street	Sedalia	MO	65301	660/834-8256	Thomas Jorgensen
31269	2236 N Glenstone Ave	Springfield	MO	65803	417/368-0547	Thomas Jorgensen

LIST OF FRANCHISE RESTAURANTS BY STATE – TRADITIONAL RESTAURANTS						
Store	**Restaurant Address**	**City**	**State**	**Zip**	**Phone**	**Franchisee**
32143	874 Brevard Rd	Ashville	NC	28806	828/665-1605	Robert Jenkins
31138	1150 S Locust	Grand Island	NE	68801	308/381-0527	Brian Johnson
31137	1306 2nd Avenue	Kearney	NE	68847	308/237-5812	Brian Johnson
31140	3400 S 10th	Lincoln	NE	68502	402/423-0868	Brian Johnson
31142	5023 S 108th Street	Omaha	NE	68137	402/592-2600	Brian Johnson
31146	4440 Dodge Street	Omaha	NE	68131	402/558-4100	Brian Johnson
31456	921 E State St	Athens	OH	45701	740/592-1899	Joseph Feeney
31037	10780 Brook Park Road	Brooklyn	OH	44130	216/267-0474	Joseph Feeney
32182	2633 Maret St NE	Canton	OH	44705	330/649-2388	Robert Jenkins
31162	5370 Ridge Avenue	Cincinnati	OH	45213	513/631-7599	Jeffrey Titlow
31164	3600 Harrison Avenue	Cincinnati	OH	45211	513/662-6615	Jeffrey Titlow
31169	1716 W Galbraith Road	Cincinnati	OH	45239	513/522-5256	Jeffrey Titlow
31174	842 Eastgate South Drive	Cincinnati	OH	45245	513/752-0824	Jeffrey Titlow
31040	904 Cleveland Street	Elyria	OH	44035	440/366-0565	Joseph Feeney
31175	4635 Dixie Hwy	Fairfield	OH	45014	513/829-1952	Jeffrey Titlow
31444	Route 7	Gallipolis	OH	45631	740/446-6666	Joseph Feeney
31454	810 S 3rd Street	Ironton	OH	45638	740/532-9424	Joseph Feeney
31449	448 E Main St.	Jackson	OH	45640	740/286-6161	Joseph Feeney
31038	1420 Cooper-Foster Park Road	Lorain	OH	44052	440/282-5216	Joseph Feeney
07179	1210 Park Avenue W	Mansfield	OH	44906	419/529-6642	Joseph Feeney
31018	317 Pike Street	Marietta	OH	45750	740/373-2422	Joseph Feeney
31039	7390 Mentor Avenue	Mentor	OH	44060	440/942-1599	Joseph Feeney
31170	1560 E Kemper Road	Sharonville	OH	45246	513/771-7712	Jeffrey Titlow
31453	209 County Road 406	South Point	OH	45680	740/894-4406	Joseph Feeney
31032	3560 Belmont Avenue	Youngstown	OH	44505	330/759-1328	Joseph Feeney
32199	3152 E. 51st Street	Tulsa	OK	74105	918/749-1219	Denis Schoenhofer
31036	2840 W 26th Street	Erie	PA	16506	814/838-3294	Joseph Feeney
31031	150 S Hermitage Street	Sharon	PA	16146	724/981-3211	Joseph Feeney

LIST OF FRANCHISE RESTAURANTS BY STATE – TRADITIONAL RESTAURANTS						
Store	**Restaurant Address**	**City**	**State**	**Zip**	**Phone**	**Franchisee**
31550	1304 Trotwood Ave.	Columbia	TN	38401	931/381-9269	Robert Jenkins
32151	3314 A. North Main Street	Anderson	SC	29621	864/225-0604	Robert Jenkins
32152	6104 White Horse Road	Greenville	SC	29611	864/295-2699	Robert Jenkins
32150	201 S. Main Street	Mauldin	SC	29662	864/288-1340	Robert Jenkins
32142	100 Garner Road	Spartanburg	SC	29303	864/583-6235	Robert Jenkins
32161	2625 Hwy 78	Dyersburg	TN	38024	731/285-0906	Robert Jenkins
31564	1102 S Huntsville Hwy	Fayetteville	TN	37334	931/433-7427	Robert Jenkins
32158	174 Stonebrook Place	Jackson	TN	38305	731/661-9388	Robert Jenkins
32160	1919 North Highland	Jackson	TN	38305	731/424-1555	Robert Jenkins
32145	2903 Bristol Highway	Johnson City	TN	37601	423/282-5431	Robert Jenkins
32165	1903 South Roan Street	Johnson City	TN	37601	423/929-2277	Robert Jenkins
31555	2354 Ft. Henry Drive	Kingsport	TN	37664	423/246-6921	Robert Jenkins
31888	4416 WESTERN AVENUE	Knoxville	TN	37921	865/522-6637	Robert Jenkins
31563	1505 N Locust Street	Lawrenceburg	TN	38464	931/762-7001	Robert Jenkins
31886	2550 E Morris Blvd	Morristown	TN	37813	423/353-4711	Robert Jenkins
32141	1150 Oak Ridge Turnpike	Oak Ridge	TN	37830	865/398-2304	Robert Jenkins
32146	3946 Highway 66 S	Rogersville	TN	37857	423/272-6320	Robert Jenkins
32163	970 Pickwick Street	Savannah	TN	38372	731/925-5560	Robert Jenkins
32136	211 Forks Of The River Pkwy	Sevierville	TN	37862	865/428-0717	Robert Jenkins
32135	792 New Highway 68	Sweetwater	TN	37874	423/836-9203	Robert Jenkins
32200	301 Westwood Drive	Abilene	TX	79604	918/984-8176	Denis Schoenhofer
32195	4406 Bell Street	Amarillo	TX	79109	806/460-8974	Denis Schoenhofer
32173	2151 Garrison Street	Eagle Pass	TX	78852	830/773-2711	Martin Briseno
32172	5300 N San Dario	Laredo	TX	78041	956/724-2184	Martin Briseno
31276	211 Palm Valley Blvd	Round Rock	TX	78664	512/388-7678	Charles Penland
31597	2040 Lee Hwy	Bristol	VA	24201	276/669-6633	Robert Jenkins
31595	1625 Roanoke Street	Christiansburg	VA	24073	540/382-7024	Robert Jenkins
31570	491 W. Front Street	Coeburn	VA	24230	276/395-5254	Robert Jenkins

LIST OF FRANCHISE RESTAURANTS BY STATE – TRADITIONAL RESTAURANTS						
Store	**Restaurant Address**	**City**	**State**	**Zip**	**Phone**	**Franchisee**
32107	5167 Plank Rd.	Fredericksburg	VA	22407	540/388-4592	Khawar Mian
32111	4301 Dale Blvd	Dale City	VA	22193	571/285-2631	Khawar Mian
31589	133 Piney Forest Road	Danville	VA	24540	434/797-5577	Robert Jenkins
31558	7420 Lee Hwy	Fairlawn	VA	24141	540/639-0304	Robert Jenkins
31567	941 E Stuart Drive	Galax	VA	24333	276/236-2261	Robert Jenkins
31573	215 Kane Street	Gate City	VA	24251	276/386-9761	Robert Jenkins
31559	20906 Riverside Drive	Grundy	VA	24614	276/935-7300	Robert Jenkins
31568	1986 E. Main St.	Lebanon	VA	24266	276/889-4361	Robert Jenkins
31588	2019 Wards Road	Lynchburg	VA	24502	434/239-1316	Robert Jenkins
31594	802 E Church Street	Martinsville	VA	24112	276/638-7300	Robert Jenkins
31261	2206 Laburnum Avenue	Richmond	VA	23222	804/321-9292	Robert Jenkins
31590	4713 Williamson Rd., NW	Roanoke	VA	24012	540/366-7000	Robert Jenkins
31591	1446 Apperson Way	Salem	VA	24153	540/389-5088	Robert Jenkins
31600	4012 Halifax Road	South Boston	VA	24592	434/575-8500	Robert Jenkins
31259	641 Greenville Avenue	Staunton	VA	24401	540/885-0050	Robert Jenkins
31592	801 Hardy Rd.	Vinton	VA	24179	540/344-6393	Robert Jenkins
32196	6565 College Pk Sq	Virginia Beach	VA	23451	757/424-1429	Robert Jenkins
32197	3341 Virginia Beach Blvd	Virginia Beach	VA	23452	757/340-6570	Robert Jenkins
31552	4256 Robert C Byrd Dr	Beckley	WV	25801	304/252-2111	Robert Jenkins
31846	174 Whitewater Avenue	Fayetteville	WV	25840	304/574-2323	Robert Jenkins
31455	5644 U.S. Route 60	Huntington	WV	25705	304/736-4831	Joseph Feeney
31445	9109 MacCorkle Avenue	Marmet	WV	25315	304/949-4339	Joseph Feeney
31448	1-77 & U.S. Highway 33	Ripley	WV	25271	304/372-4109	Joseph Feeney
32164	9444 Seneca Trail South	Ronceverte	WV	24970	304/992-7384	Robert Jenkins
31443	4630 MacCorkle Avenue, SW	South Charleston	WV	25303	304/768-7210	Joseph Feeney
31458	813 Northside Drive	Summersville	WV	26651	304/872-5157	Joseph Feeney

LIST OF FRANCHISE RESTAURANTS BY STATE – CO-BRAND RESTAURANTS						
Store	**Restaurant Address**	**City**	**State**	**Zip**	**Phone**	**Franchisee**
D212124	21566 N. John Wayne Parkway	Maricopa	AZ	85139	520/568-6626	Tanweer Ahmed
32179	406 W. Shaw Ave.	Clovis	CA	93612	916-940-9076	Asad Ali
C311002	333 Monte Vista Drive	Dinuba	CA	93618	559/591-2462	Manuel Galhandro
E720505	2263 N. Texas Street	Fairfield	CA	94533	707/422-5220	Leon Harman
K710011	1078 Rosecrans Avenue	Gardena	CA	90247	310/324-9153	Donald Sheldrake
C072002	9750 Highway 53	Lower Lake	CA	95457	707/995-1122	Ranganath Madhabhushi
C191016	155 Marketplace Avenue	San Diego	CA	92113	619/262-1915	Shamez Jivraj
D742006	771 Center Drive	San Marcos	CA	92069	760/781-3384	Jeffrey Baker
K710020	33911 Yucaipa Boulevard.	Yucaipa	CA	92399	909/797-0715	Donald Sheldrake
E720342	2413 8th Avenue	Greeley	CO	80631	970/352-3771	Leon Harman
E720482	250 W. 136th Avenue	Westminster	CO	80234	720/929-9300	Leon Harman
32190	2082 US Highway 92	Auburndale	FL	33823	423-587-0690	Robert Jenkins
G135690	6440 E. State Road 64	Bradenton	FL	34208		Michael Kulp
G135249	2801 Reynolds Drive	Fort Pierce	FL	34945	772/595-0798	Michael Kulp
G112003	426 East Michigan Street	Orlando	FL	32806	407/428-1170	Andrew Rosen
32189	2440 Commercial Way	Spring Hill	FL	34606	423-587-0690	Robert Jenkins
G135266	2419 SE Federal Highway	Stuart	FL	34994	772/286-1188	Michael Kulp
29570	13917 W Hillsborough Ave	Tampa	FL	33635	425-778-9119	Amin Vakil
G135075	5681 Memorial Dr	Stone Mountain	GA	30083	404/292-0302	Michael Kulp
G135206	924 N. 2nd Street	Clinton	IA	52732	563/243-1014	Michael Kulp
TL36191	6622 W. Fullerton Ave.	Chicago	IL	60639	773/237-4661	Howard Scott Silverman
G135537	1450 75th St	Downers Grove	IL	60516	630/960-0595	Michael Kulp
K055007	420 N. Harlem Ave	Freeport	IL	61032	815/232-7315	Scott King
K055002	1806 N. Division St.	Morris	IL	60450	815/942-6676	Scott King
K055001	1690 Dekalb Ave.	Sycamore	IL	60178	815/895-8225	Scott King
H740010	323 West Plaza Drive	Columbia City	IN	46725	219/244-7500	James McKenzie

LIST OF FRANCHISE RESTAURANTS BY STATE – CO-BRAND RESTAURANTS						
Store	**Restaurant Address**	**City**	**State**	**Zip**	**Phone**	**Franchisee**
G135896	1906 North Lincoln Road	Greensburg	IN	47240	812/663-7997	Michael Kulp
H740015	451 W. North Street	Kendallville	IN	46755	260/347-1160	James McKenzie
H740029	3411 East Market Street	Logansport	IN	46947	574/722-2241	Ronald Switzer
H740019	899 Cass Street	Wabash	IN	46992	260/563-8955	James McKenzie
31625	3201 S 4th Street	Leavenworth	KS	66048	913/682-5255	Brian Johnson
31623	9900 W 63rd Street	Merriam	KS	66203	913/831-3585	Brian Johnson
31624	607 E Santa Fe St.	Olathe	KS	66061	913/712-8472	Brian Johnson
31787	3840 E. John Rowan Blvd.	Bardstown	KY	40004	502/348-8570	Francis Kapfhammer
31202	200 Brenwood Street	Berea	KY	40403	859/986-3996	Robert Jenkins
07079	I-65@ Ky 70 To Mammoth Cave Rd.	Cave City	KY	42127	270/773-3883	Patrick Gaunce
31201	1520 Hustonville Rd	Danville	KY	40422	859/236-8570	Robert Jenkins
G135716	8055 U.S. 42	Florence	KY	41042	859/371-4569	Michael Kulp
32133	175 State Hwy 1947	Grayson	KY	41143	606/474-6300	Joseph Feeney
31786	8315 Preston St.	Louisville	KY	40219	502/961-6234	Francis Kapfhammer
32131	243 Flemingsburg Rd.	Morehead	KY	40351	606/784-6605	Joseph Feeney
G135718	1311 Monmouth Street	Newport	KY	41071	859/291-7448	Michael Kulp
32106	176 S. Mayo Trail	Pikeville	KY	41501	606/432-3339	Joseph Feeney
08033	3218 S. Hwy 27	Somerset	KY	42501	606/677-9813	Francis Kapfhammer
29265	1560 VFW Parkway	West Roxbury	MA	02132	617/327-2645	Robert Jenkins
TL32663	2300 W Patapsco	Baltimore	MD	21230	410/646-2248	James F. Nasuti
TL32670	5501 Ritchie Hwy	Brooklyn	MD	21225-3444	410/609-1237	James F. Nasuti
C044008	310 Perry Avenue	Big Rapids	MI	49307	231/796-2265	Randolph Stuck
F705005	600 West Bay Street	East Tawas	MI	48730	989/362-5431	James Mikula
G135589	3040 Kraft Road	Fort Gratiot	MI	48059	810/385-3311	Michael Kulp
K980124	3220 S. Martin Luther King Blvd.	Lansing	MI	48910-2942	517/393-2200	Timothy Fitzpatrick
G135594	1501 Gratiot	Marysville	MI	48040	810/364-5130	Michael Kulp
31631	11211 E 40 Hwy	Independence	MO	64055	816/358-9733	Brian Johnson

LIST OF FRANCHISE RESTAURANTS BY STATE – CO-BRAND RESTAURANTS						
Store	**Restaurant Address**	**City**	**State**	**Zip**	**Phone**	**Franchisee**
31630	1175 Elizabeth St.	Liberty	MO	64068	816/781-3990	Brian Johnson
K071005	1693 West Jackson	Ozark	MO	65721	417/581-4455	Pushpak Patel
32120	2108 N Westwood Blvd	Poplar Bluff	MO	63901	573/785-1750	Aaron Moss
K071022	240 West Bypass North	Springfield	MO	65802	417/831-4138	Pushpak Patel
G135201	5715 University Pky	Winston Salem	NC	27105-1378	336/767-0060	Michael Kulp
F275018	2221 N. 86th Street	Lincoln	NE	68505	402/465-8803	Brian Johnson
G135029	7601 North 30th Street	Omaha	NE	68112	402/453-9700	Michael Kulp
29273	322 S. Broadway	Salem	NH	03079	603/890-3514	Robert Jenkins
22267	235 Bridgeton Pike	Mantua	NJ	08051-1916	856/415-2092	James F. Nasuti
D212094	4855 South Fort Apache Road	Las Vegas	NV	89147	702/873-2737	Tanweer Ahmed
D662006	1734 W. Winnemucca Boulevard	Winnemucca	NV	89445	775/625-4024	George Ruiz
G135419	4126 W. Main Street	Batavia	NY	14020	585/343-0123	Michael Kulp
26364	1038 Glenwood Ave.	Oneida	NY	13421	315/363-7504	Wayne Lobdell
G135732	3787 Waterford Parkway	Amelia	OH	45102	513/753-6970	Michael Kulp
F036002	2480 North Fairfield Road	Beavercreek	OH	45431	937/429-4041	Joan Bowling
G135719	1020 North Main St.	Bowling Green	OH	43402	419/352-2061	Michael Kulp
G135727	6081 Gender Road	Canal Winchester	OH	43110	614/920-9477	Michael Kulp
G135720	1458 S Court Street	Circleville	OH	43113	740/474-7670	Michael Kulp
J625227	1414 Harrisburg Pike	Columbus	OH	43223	614/279-7577	Tabbassum Mumtaz
J625232	1532 Georgesville Road	Columbus	OH	43228-7700	614/851-3165	Tabbassum Mumtaz
31696	1540 Miamisburg Centerville Rd.	Dayton	OH	45459	937/439-0325	Jeffrey Titlow
31697	2235 Needmore Rd	Dayton	OH	45414	937/275-5940	Jeffrey Titlow
G135958	1001 Northwest Washington Blvd.	Hamilton	OH	45013	513/863-1292	Michael Kulp
G135635	1300 Cameron Avenue	Lewis Center	OH	43035	614/985-5590	Michael Kulp

LIST OF FRANCHISE RESTAURANTS BY STATE – CO-BRAND RESTAURANTS						
Store	**Restaurant Address**	**City**	**State**	**Zip**	**Phone**	**Franchisee**
G135646	66 East High Street	London	OH	43140	740/852-4724	Michael Kulp
G135707	839 Delaware Ave.	Marysville	OH	43040	937/644-0607	Michael Kulp
27996	1600 N. Main St.	North Canton	OH	44720	330/497-1386	Robert Jenkins
C248001	1810 Winderly Lane	Pickerington	OH	43147	614/759-7152	Nanette Walker
31694	1219 East Ash St	Piqua	OH	45356	937/773-0174	Jeffrey Titlow
32132	1102 Chillicothe St.	Portsmouth	OH	45662	740/353-3194	Gail Hayes
G135662	68733 Mall Ring Rd.	Saint Clairsville	OH	43950	740/695-2924	Michael Kulp
TL38910	1872 E State St	Salem	OH	44460	330/337-0997	Chad Motsinger
G135634	7309 E. State Route 37	Sunbury	OH	43015	740/362-4245	Michael Kulp
F036010	2004 W. State Route 18	Tiffin	OH	44883	419/448-9472	Joan Bowling
G135730	420 East National Road	Vandalia	OH	45377	937/898-5504	Michael Kulp
31267	2425 State Highway 74	Purcell	OK	73080	405/527-5300	Mohammad Choudhry
32121	600 W. Ruth St	Sallisaw	OK	74955	918/790-2070	Ben Ephie
21416	22263 NW Imbrie Dr	Hillsboro	OR	97124	503/640-5943	Joseph Weber
23691	65 Industrial Drive	Hamburg	PA	19526	610/562-5230	Devinder (Dave) Bhasin
H730044	2333 Rockvale Road	Lancaster	PA	17602	717/291-9466	Zubair Kazi
H730048	6557 Carlisle Pike	Mechanicsburg	PA	17050	717/697-0902	Zubair Kazi
J625261	710 N. Center Avenue	Somerset	PA	15501	814/443-6305	Tabbassum Mumtaz
K071298	908 Loucks Road	York	PA	17404	717/848-3830	Pushpak Patel
L765006	447 North Harper Street	Laurens	SC	29360	864/984-9414	Jake Rasor
H665011	5636 Sunset Boulevard	Lexington	SC	29072	803/359-3018	Clifford Pryor
L765035	2809 Gentry Memorial Highway	Pickens	SC	29671	864/878-2568	Jake Rasor
27192	702 Highway 92 S	Dandridge	TN	37725-4620	865/397-8811	Robert Jenkins
08297	380 Kimball Crossing	Kimball	TN	37347	423/837-9759	John Kleban
31891	116 E. Broadway	Newport	TN	37821	423/623-2212	Robert Jenkins
J625038	700 W. Abram Street	Arlington	TX	76013	817/274-3443	Tabbassum Mumtaz

LIST OF FRANCHISE RESTAURANTS BY STATE – CO-BRAND RESTAURANTS						
Store	**Restaurant Address**	**City**	**State**	**Zip**	**Phone**	**Franchisee**
31280	5600 Cameron Rd.	Austin	TX	78723	512/419-9030	Charles Penland
G135469	637 Boyd Road	Azle	TX	76020	817/444-5035	Michael Kulp
H160028	509 Lubbock Road	Brownfield	TX	79316	806/637-3158	James Trent Edwards
G135633	720 Old San Antonio Road	Buda	TX	78610	512/295-7121	Michael Kulp
J625033	6130 E. Mockingbird Ln.	Dallas	TX	75214	214/824-2199	Tabbassum Mumtaz
G135667	18619 Highway 290.	Elgin	TX	78621	512/285-4165	Michael Kulp
G135666	20925 Interstate Highway 35	Kyle	TX	78640	512/268-6316	Michael Kulp
J007001	2801 Eldorado Pwky E.	Little Elm	TX	75068	214/705-1841	Jessie Mickle
G135857	1601 Ollie Lane	Marble Falls	TX	78654	830/798-2532	Michael Kulp
18021	101 East Nolana Loop	Pharr	TX	78577	956/782-1940	Drew Durrett
G135240	4580 East Highway 83	Rio Grande City	TX	78582	956/488-9444	Michael Kulp
32194	2020 Hwy 181	Portland	TX	78374	936/225-4005	Tanweer Ahmed
D212025	2058 FM 2920	Spring	TX	77388	936/225-4005	Tanweer Ahmed
TL39767	1001 Independence Blvd	Bedford	VA	24523	540/586-1199	Robert Jenkins
31265	1711 Boulevard	Colonial Heights	VA	23834	804/520-4855	Robert Jenkins
TL39768	1708 S. Main Street	Farmville	VA	23901	434/392-4066	Robert Jenkins
G135156	320 Madison Road	Orange	VA	22960	540/661-3576	Michael Kulp
K071107	200 Broadview Ave	Warrenton	VA	20186	540/347-3900	Pushpak Patel
24328	2485 Queensgate Dr.	Richland	WA	99352	509/628-8592	Joseph Weber

LIST OF FRANCHISE RESTAURANTS BY STATE – NON-TRADITIONAL/EXPRESS RESTAURANTS						
Store	**Restaurant Address**	**City**	**State**	**Zip**	**Phone**	**Franchisee**
32130	1304 S. Main St.	Belen	NM	87002	505/864-4481	Daljit Singh
32000	9800 Interstate 20 Canton Travel Plaza	Canton	TX	75103	903/829-2150	Zafar Kahn

No LJS's franchisees had signed Franchise Agreements but had not yet opened their outlets as of December 28, 2025.

ITEM 21
FINANCIAL STATEMENTS

Attached to this Disclosure Document as Exhibit F are (1) the audited consolidated financial statements (and the related notes) of LJS Partners, LLC as of and for the fiscal year ending December 31, 2023, including the balance sheet and income statement, (2) the audited consolidated financial statements (and the related notes) of LJS Partners, LLC as of and for the fiscal year ending December 29, 2024, including the balance sheet and income statement, (3) the audited consolidated financial statements (and the related notes) of LJS Partners, LLC as of and for the fiscal year ending December 28, 2025, including the balance sheet and income statement, and (4) the unaudited consolidated financial statements of LJS Partners, LLC through May 17, 2026.

LJSP absolutely and unconditionally guarantees to assume the duties and obligations of LJS under the LJS Franchise Agreement should LJS become unable to perform its duties and obligations under the LJS Franchise Agreement. LJSP's guaranty of performance is included in Exhibit F of this Disclosure Document.

ITEM 22
CONTRACTS

The following agreements are included as exhibits to this Disclosure:

Franchise Agreement with Exhibits and State-Required Addenda – Exhibit C

Non-Traditional Restaurant Addendum – Exhibit C-3

LJS Technology and Support Services Agreement With State-Required Addenda – Exhibit C-4

Access and Polling Agreement – Exhibit C-5

Renewal Release Agreement – Exhibit C-6

Form of Assignment and Transfer Agreement – Exhibit C-7

Request for Consideration Form – Exhibit C-8

Development Agreement – Exhibit D

Gift Card Participation Agreement (For Members of the LJS Co-Op) – Exhibit I-1

Gift Card Participation Agreement (For Non-Members of the LJS Co-Op) – Exhibit I-2

Long John Silver's Franchisee Adoption Agreement – Exhibit J

ITEM 23
RECEIPTS

The last page of this Disclosure Document is a detachable document, in duplicate. Please detach, sign, date and return one copy of the Receipt to LJS, acknowledging that you received this Disclosure Document. Please keep the second copy for your records.

EXHIBIT A
STATE ADMINISTRATOR LIST

California

Los Angeles
Commissioner of Department
of Financial Protection and Innovation
320 W. Fourth Street, Suite 750
Los Angeles, CA 90013
(213) 576-7500 or 1-866-275-2677

Hawaii

Commissioner of Securities
Dept. of Commerce & Consumer Affairs
335 Merchant Street, Rm. 203
Honolulu, HI 96813
(844) 808-3222

Illinois

Chief, Franchise Bureau
Attorney General's Office
500 South Second Street
Springfield, IL 62706 (217) 782-4465

Indiana

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

Maryland

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

Michigan

Corporate Oversight Division
Franchise Section
Department of Attorney General
G. Mennen Williams Bldg., 5th Fl.
525 W. Ottawa Street
Lansing, MI 48909
(517) 373-7117

Minnesota

Franchise Division
Minnesota Department of Commerce
85 Seventh Place East, Suite 280
St. Paul, MN 55101-2198
(651) 593-1500

New York

New York State Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, NY 10005
(212) 416-8222

North Dakota

North Dakota Insurance & Securities Department
600 E. Boulevard Avenue, Dept. 401
Bismarck, ND 58505
(701) 328-2910

Oregon

Dept. of Consumer & Business Services
Division of Finance and Corporate Securities
350 Winter St. NE, Rm. 410
Salem, OR 97301
(503) 378-4140

Rhode Island

Director of Dept. of Business Regulation –
Division of Securities
1511 Pontiac Avenue
Johnn O. Pastore Complex, Bldg. 69-2
Cranston, RI 02920 (401) 462-9500

South Dakota

Division of Insurance – Securities Regulation
Department of Labor and Regulation
124 S. Euclid Ave., Second Floor
Pierre, SD 57501 (605) 773-3563

Virginia

State Corporations Commission
Division of Securities and Retail Franchising
1300 East Main St., 9th Floor
Richmond, VA 23219 (804) 371-9051

Washington

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

or

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

Wisconsin

Division of Securities
Dept. of Financial Institutions
4822 Madison Yards Way, North Tower
Madison, WI 53705
(608) 266-0448

or

Division of Securities
P.O. Box 1768
Madison, WI 53701 (608) 266-0448

Federal Trade Commission

600 Pennsylvania Avenue, NW
Washington, DC 20580
(202) 326-3128

EXHIBIT B
AGENTS FOR SERVICE OF PROCESS

Alabama

C T Corporation System
2 North Jackson Street
Suite 605
Montgomery, AL 36104

Alaska

C T Corporation System
8585 Old Dairy Road, Suite 208
Juneau, AK 99801

Arizona

C T Corporation System
3800 North Central Ave., Suite 460
Phoenix, AZ 85012

Arkansas

The Corporation Company
124 W. Capitol Ave., Ste 1900
Little Rock, AR 72201

California

Commissioner of the California Department of
Financial Protection and Innovation
320 West 4th Street, Suite 750
Los Angeles, California 90013-2344

and

C T Corporation System
330 North Brand Blvd., Suite 700
Glendale, CA 91203

Colorado

The Corporation Company
7700 East Arapahoe Road, Suite 220
Centennial, CO 80112-1268

Connecticut

C T Corporation System
67 Burnside Ave
Hartford, CT 06108

Delaware

The Corporation Trust Company
Corporation Trust Center
1209 Orange Street
Wilmington, DE 19801

District of Columbia

C T Corporation System
1015 15th Street, N.W., Ste 1000
Washington, D.C. 20005

Florida

C T Corporation System
1200 S. Pine Island Road
Plantation, FL 33324

Georgia

C T Corporation System
289 S Culver Street
Lawrenceville, Georgia 30046

Hawaii

The Corporation Company, Inc.
1136 Union Mall - Suite 301
Honolulu, HI 96813

and

Commissioner of Securities
Department of Commerce and Consumer Affairs
335 Merchant Street, Rm. 203
Honolulu, HI 96813

and

C T Corporation System
900 Fort Street Mall, Suite 1680
Honolulu, HI 96813

Idaho

C T Corporation System
1555 W. Shoreline Drive, Suite 100
Boise, ID 83705

Illinois

Office of Attorney General
500 South Second Street
Springfield, IL 62706

and

C T Corporation System
208 S. LaSalle Street, Suite 814
Chicago, IL 60604

Indiana

Indiana Secretary of State – Franchise Division
201 State House
200 West Washington Street
Indianapolis, Indiana 46204

and

C T Corporation System
334 North Senate Ave
Indianapolis, IN 46204

Iowa

C T Corporation System
400 East Court Avenue, Ste 110
Des Moines, IA, 50309

Kansas

The Corporation Company, Inc.
112 S.W. 7th Street, Suite 3C
Topeka, KS 66603

Kentucky

C T Corporation System
306 W. Main Street, Ste. 512
Frankfort, KY 40601

Louisiana

C T Corporation System
3867 Plaza Tower Drive
Baton Rouge, LA 70816

Maine

C T Corporation System
100 Second Ave
Augusta, Maine 04330

and

Paul R. Brown
P.O. Box 919
Bangor, ME 04402-0919

Maryland

Maryland Securities Commissioner
200 St. Paul Place
Baltimore, MD 21202-2020

and

The Corporation Trust Incorporated
2405 York Rd., Suite 201
Lutherville Timonium, Maryland 21093-

Massachusetts

C T Corporation System
155 Federal Street, Suite 700
Boston, MA 02110

Michigan

Department of Attorney General
Consumer Protection Division
Franchise Section
G. Mennen Williams Building, 1st Floor

525 West Ottawa Street
Lansing, Michigan 48933

and

The Corporation Company
40600 Ann Arbor Road East
Plymouth, MI 48170-4675

Minnesota

Commissioner of Commerce
Minnesota Dept. of Commerce
85 7th Place East, Suite 280
St. Paul, MN 55101-2198

and

C T Corporation System, Inc.
1010 Dale Street North
Saint Paul, MN 55117-5603

Mississippi

C T Corporation System
645 Lakeland East Drive, Suite 101
Flowood, MS 39232

Missouri

C T Corporation System
120 South Central Avenue
Clayton, MO 63105

Montana

C T Corporation System
3011 American Way
Missoula, Montana 59808

Nebraska

C T Corporation System
5601 South 59th Street
Lincoln, NE, 68516

Nevada

The Corporation Trust of Company of Nevada
701 S. Carson Street - Suite 200
Carson City, NV, 89701

New Hampshire

C T Corporation System
2½ Beacon Street
Concord, NH 03301

New Jersey

The Corporation Trust Company
820 Bear Tavern Road
West Trenton, NJ 08628

New Mexico

C T Corporation System
206 S. Coronado Avenue
Espanola, NM 87532-2792

New York

Secretary of State
New York Department of State
One Commerce Plaza
99 Washington Ave., 6th Floor
Albany, New York 12231

and

C T Corporation System
28 Liberty Street
New York, NY 10005

North Carolina

C T Corporation System
160 Mine Lake Court
Raleigh, NC 27615-6417

North Dakota

Insurance Commissioner
North Dakota Insurance & Securities Department
600 E. Boulevard Avenue, Dept. 401
Bismarck, ND 58505
(701) 328-2910

and

C T Corporation System
120 West Sweet Ave
Bismarck, ND 58504

Ohio

C T Corporation System
4400 Easton Commons Way, Suite 125
Columbus, Ohio 43219

Oklahoma

The Corporation Company
1833 South Morgan Road
Oklahoma City, OK 73128

Oregon

Oregon Division of Finance and Corporate Securities
350 Winter Street NE, Room 410
Salem, Oregon 97309

and

C T Corporation System
780 Commercial Street SE, Suite 100
Salem, OR 97301

Pennsylvania

C T Corporation System
600 N. 2nd Street, Suite 401
Harrisburg, PA, 17101

Rhode Island

Department of Business Regulation – Securities Division
1511 Pontiac Avenue
John O. Pastore Complex – Building 69-2
Cranston, Rhode Island 02920

and

C T Corporation System
450 Veterans Memorial Parkway - Suite 7A
East Providence, RI 02914

South Carolina

C T Corporation System
2 Office Park Court, Suite 103
Columbia, SC 29223

South Dakota

Division of Insurance- Securities Regulation
Department of Labor and Regulation
124 S. Euclid Ave., Second Floor
Pierre, SD 57501

and

C T Corporation System
319 S. Coteau Street
Pierre, SD 57501

Tennessee

C T Corporation System
300 Montvue Road
Knoxville, TN 37919

Texas

C T Corporation System
1999 Bryan Street, Suite 900
Dallas, TX 75201-3136

Utah

C T Corporation System
1108 East South Union Avenue
Midvale, Utah 84047

Vermont

C T Corporation System
17 G. W. Tatro Dr.
Jeffersonville, Vermont 05464

Virginia

Clerk of the State
Corporation Commission
1300 East Main Street, 9th Floor
Richmond, VA 23219

and

C T Corporation System
4701 Cox Road, Suite 285
Glen Allen, VA 23060-6802

Washington

Director, Department of Financial Institutions
Securities Division -3rd Floor
150 Israel Rd. SW
Tumwater, WA 98501

and

C T Corporation System
711 Capitol Way S, Suite 204 Olympia, WA 98501

West Virginia

C T Corporation System
5098 Washington St. W. Ste. 407
Charleston, WV 25313

Wisconsin

Commissioner of Securities
4822 Madison Yards Way, North Tower
Madison, Wisconsin 53705

and

C T Corporation System
301 S. Bedford St., Suite 1
Madison, WI 53703

Wyoming

C T Corporation System
2232 Dell Range Blvd, Suite 200
Cheyenne, WY 82009

EXHIBIT C
FRANCHISE AGREEMENT WITH EXHIBITS AND STATE-REQUIRED ADDENDA

LONG JOHN SILVER'S®
FRANCHISE AGREEMENT

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FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT is dated for reference purposes as of _____, ____, and it is entered into between LONG JOHN SILVER'S, LLC, a Delaware limited liability company ("Company"), and _____, a/an ("Franchisee"). As used in this Agreement with reference to Company or the Franchisee, "affiliate" shall mean any entity that controls, is under common control with or is controlled respectively by the Company or the Franchisee.

PRELIMINARY STATEMENTS:

A. The Company, through the expenditure of time, skill, effort and money, has and continues to develop, and is the sole and exclusive owner of, a distinctive food service system (the "System") under which food is sold to the public from restaurants and other facilities operated under the name "Long John Silver's" ("LJS Restaurants").

B. The Company also currently owns distinctive and characteristic trademarks, service marks (including, without limitation, "Long John Silver's Seafood Shops" and "Long John Silver's"), signs, designs and emblems as the Company designates in the Operations Manual or otherwise in writing as prescribed for use with the System (the "Proprietary Marks")

C. The System so developed now includes, among other things, the following elements, all or some of which may be deleted, changed, improved or further developed by the Company from time to time: (1) procedures for the preparation and serving of food and beverage products; (2) special ingredients, confidential recipes for food products, a secret batter mix and distinctive service accessories (including, without limitation, uniforms, menus, cartons, packages, containers and other paper and plastic items); (3) methods of achieving quality and quantity control and procedures designed to be advantageous to LJS Restaurant operators and consumers; (4) plans and specifications for distinctive premises, featuring characteristic interior and exterior style, design, decor, furnishings, digital technology hardware and software (such as kiosks, digital menu boards, point-of-sale systems, cameras, and other digital technology hardware and software), equipment layout and interior and exterior signage, and other brand requirements as designated from time to time by the Company in its discretion (the "Brand Standards"); (5) a uniform method of operating that is described in the "Long John Silver's Restaurant Operations Manual" and in other communications to franchisees, including without limitation, in bulletins, video and audio tapes, computer disks, on-line and via other electronic means (all such other communications and any supplements or additions thereto being hereinafter collectively referred to as the "Operations Manual"); (6) the Proprietary Marks; (7) a public image that each restaurant or other facility is a unit in an established franchise system and that all are operated with uniform standards of service and product quality and portions; (8) such exclusive copyrights and trade secrets as have been and may from time to time be developed, which are owned by the Company and which are disclosed to its franchisees in confidence in

connection with the construction and operation of an LJS Restaurant, and (9) a comprehensive digital and loyalty program and advertising and promotions program that ensures a seamless and consistent guest experience across mobile ordering, online ordering, delivery and in-store ordering at all LJS Restaurants.

D. Franchisee recognizes and acknowledges that substantial goodwill and public acceptance are associated with LJS and the System (including the Proprietary Marks), and that LJS continues to develop, use and control the use of the System (including the Proprietary Marks) to represent LJS's high standards of quality, cleanliness, appearance and service.

E. Franchisee wishes to obtain a franchise from the Company to operate an LJS Restaurant pursuant to the System and to be afforded, or to have its designated personnel afforded, the training and other assistance provided by the Company in connection therewith.

F. Franchisee recognizes that the terms and conditions in this Agreement are reasonably necessary to maintain the Company's high and uniform standards of quality and service designed to protect the goodwill and enhance the public image of the Proprietary Marks and the System, and Franchisee recognizes the necessity of opening and operating the franchised LJS Restaurant in faithful compliance with the Company's standards and specifications.

SECTION 1: GRANT OF FRANCHISE

1.01 Grant of Franchise; Non-Exclusivity.

(a) This franchise is being granted based on the application, financial statements and other documents submitted by Franchisee to the Company or its affiliates (hereinafter defined) prior to the Company's execution of this Agreement. Franchisee herein represents and warrants that: (i) those materials are accurate and complete as of their respective dates and the date of this Agreement; (ii) those materials do not omit the statement of any material fact necessary to make them not misleading; and (iii) Franchisee is ready, willing and able to satisfy its obligations under this Agreement and is not aware of any reason why it would not be able to meet its obligations hereunder.

(b) Subject to the conditions of this Agreement and Franchisee's continuing good faith performance under this Agreement, the Company grants to Franchisee: (i) the right to build and operate an LJS Restaurant ("Franchised Restaurant") in accordance with the System at the location described on Schedule I ("Location"); (ii) the right to use such Proprietary Marks of the Company as are now or may hereafter be specifically designated by the Company in writing for use with the System (as they may be changed, improved, and further developed from time to time in the sole discretion of Company) in conjunction with the Franchised Restaurant on the terms and conditions outlined herein. Franchisee acknowledges that these rights are non-exclusive and are granted subject to the terms of this Agreement.

(c) The Company shall not own, operate or grant (nor grant others the right to own, operate or grant) a franchise for an LJS Restaurant within the Territory that includes the Location designated as set

forth on Schedule I attached hereto. Notwithstanding the foregoing, the Company shall have the right to own, operate or franchise within the Territory, LJS Restaurants at the locations described in Section 1.01(d) of this Agreement.

(d) The Company may own or operate, or grant franchises or licenses for others to operate LJS Restaurants:

(1) within the Territory at the following locations: (i) on rights-of-way of any limited access highways or toll roads, highway rest stops, and travel plazas, (ii) interior mall locations, (iii) airports, bus, and railway terminals, (iv) educational, industrial or health care institutions, such as campus locations, (v) office or business complexes or buildings, (vi) military installations, or (vii) athletic arenas, stadiums, or facilities, (viii) amusement parks, zoos, parks, aquariums, museums, expositions, convention centers, fairs, art centers, concert venues, theaters, drive-in theaters, movie theaters, amphitheaters, casinos, or similar facilities or events, or (ix) on other non-traditional locations that are smaller than our standard LJS Traditional Restaurant t; and

(2) anywhere outside the Territory (regardless of whether such location is within the trading area of, or otherwise proximate to the Franchised Restaurant) on such terms and conditions as the Company deems appropriate.

(e) The Company reserves the right to sell within the Territory, directly or through third parties and through such channels of distribution as the Company may determine (including mail order and internet sales), products that are the same as, or similar to, those sold in LJS Restaurants, using brand names the same as, or similar to, the Proprietary Marks designated for use with the System, provided:

(1) The items sold by the Company are of comparable quality to any like items sold in LJS Restaurants, are either packaged or bottled and are not sold for preparation or consumption upon any particular premises or outlet from which the items may be sold, and are not sold by the Company through restaurant outlets; and

(2) In the event that any premises or outlet from which the items are sold is located within the Territory, the Company shall transfer and contribute on an annual basis an amount equal to one-half of the net income generated by the sales of such items from such outlet to be used for advertising and marketing programs pursuant to Section 7.01 of this Agreement. As used in this Section 1.01(e)(2), the term “net income” shall mean net income from the sales of such items as reflected in the Company’s annual audited financial statements.

(f) Outside the Territory, the Company may grant Franchisee additional protection against development on such terms and conditions as the Company deems appropriate.

1.02 Franchisee’s Duties and Acceptance of Franchise.

(a) Franchisee accepts the franchise and agrees to honestly, faithfully and diligently develop and operate the Franchised Restaurant consistent with the System and to diligently promote the interests of LJS and the System for the term of this Agreement and any renewal thereof. Franchisee agrees to construct, maintain and operate the Franchised Restaurant only at the Location, and in accordance with

the System (as they may be modified and amended with the Company's discretion from time to time): including consistent with (i) the Brand Standards, (ii) the Operations Manual, and other manuals and procedures as may be included in the System and revised from time to time, (iii) the restrictions and permissions concerning the Proprietary Marks set forth herein, and (iv) all other terms of this Agreement and the exhibits attached hereto. Franchisee understands and acknowledges that Franchisee's compliance with every detail of the System is important to Franchisee, Company, and other franchisees and developers of Company, in order to develop and maintain high operating standards, to increase the demand for the services and products sold by all franchisees, and to protect Company's reputation and goodwill.

(b) Franchisee agrees to use the Franchised Restaurant and the premises upon which it is located ("Franchised Restaurant Premises") solely for the operation of the Franchised Restaurant at the Location and purposes designated in this Agreement and for no other purpose.

(c) Franchisee acknowledges and agrees that it will, at all times, comply with Company's policy of requiring the designation of a Managing Owner (as defined below) and a Principal Operating Owner (as defined below), and to maintain a competent, conscientious, trained staff, including fully trained managers, assistant managers and shift managers. Franchisee further acknowledges and agrees that each of the individuals below recognize the importance of the training requirements outlined herein and will diligently participate in any training required by the Company. **Franchisee further understands and agrees that it is obligated to identify all owners of the Franchisee entity on Exhibit C, and that any individual owner of a ten percent (10%) or greater interest must sign a personal guaranty in the form attached hereto as Exhibit B, and that in community property states the spouse, partner, or any individual in a civil union with such individual must also sign such guaranty in the form attached hereto (each a "Guaranty" and collectively the "Guaranties"). The Guaranties shall expire the earlier of forty (40) years following the execution of this Agreement, and shall be capped at a maximum amount of Ten Million Dollars ($10,000,000) with respect to obligations arising from this Franchise Agreement, as reflected on the Guaranties.**

(1) Exhibit C of this Agreement shall identify the managing owner of the Franchisee approved by the Company, who shall be the person that has legal authority to bind the Franchisee in all operational, legal and financial matters concerning this Agreement, the Franchised Restaurant, and the Franchisee (the "Managing Owner"). If there is only one equity owner of the Franchisee, such person shall automatically be designated as the Managing Owner. If there is more than one equity owner, then the Managing Owner shall be the majority equity holder of the Franchisee and Franchisee shall provide the Company with adequate corporate documentation to establish such individuals right to bind the Franchisee in all matters (including if necessary a corporate resolution), unless a different individual is expressly approved by the Company. Should the Managing Owner of the Franchisee become unable to fulfill their duties under this Agreement or otherwise change at any time, Franchisee will promptly (but no later than within five (5) business days) provide notice to the Company along with the designation of the replacement

Managing Owner. The Managing Owner shall designate a notice address and an email account that he or she will agree to monitor and utilize for communications with the Company.

(2) Exhibit C of this Agreement shall identify the owner of Franchisee approved by the Company who will be required to dedicate their full time and effort to the supervision and operation of the Franchised Restaurant that is developed and operated pursuant to this Agreement, and such owner must have at least five percent (5%) equity in Franchisee (the "Principal Operating Owner"). If there is only one equity owner, such person is automatically the Principal Operating Owner. Franchisee shall provide the Company with adequate corporate documentation to establish such owner's right to be designated as the Principal Operating Owner (including corporate records of ownership). Should the Principal Operating Owner of the Franchisee become unable to fulfill their duties under this Agreement or otherwise change at any time, Franchisee will promptly (but no later than within five (5) business days) provide notice to the Company along with the designation of the replacement Principal Operating Owner for the Company's consideration and approval. To the extent that the Principal Operating Owner is not the Majority Owner, the Majority Owner will serve in this capacity until a replacement Principal Operating Owner is approved by the Company. The Principal Operating Owner shall designate a notice address and an email account that they will agree to monitor and utilize for communications with the Company, establish a login for the LJS Lighthouse Portal, and regularly logon and monitor the portal for communications and updates.

(3) If Franchisee's Managing Owner is managing more than three (3) restaurants or lives more than 100 miles from the LJS Restaurant, then the Franchisee is also required to identify on Exhibit C a principal manager for the area where the Franchised Restaurant Premises is located, and such person is identified on Exhibit C (the "Principal Manager"). Should the Principal Manager of the Franchised Restaurant become unable to fulfill their duties under this Agreement or otherwise change at any time, Franchisee will promptly (but no later than within five (5) business days) provide notice to the Company along with the designation of the replacement Principal Manager for the Company's consideration and approval. Pending such approval, the Principal Operating Owner will satisfy this role.

1.03 Company's Materials and Services to Franchisee.

The Company agrees to provide Franchisee with the following materials and services for the Franchised Restaurant:

(a) Designate the geographic area or location within which you may select a proposed site for our acceptance and provide you a copy of the current version of the Site Selection approval form;

(b) Upon Franchisee's request, provide written guidelines for site selection;

(c) Review and accept or reject sites that you propose;

(d) Upon submission of an executed lease or copy of an unexecuted unconditional contract to purchase the site (or deed if you own the site), provide Franchisee standard plans, drawings and specifications (including LJS's current Brand Standards) for the Franchised Restaurant and its related facilities, which reflect designs, plans and drawings utilized by or approved by Company for construction of

the Franchised Restaurant and that must be utilized by Franchisee in the construction of the LJS Restaurant;

(e) Provide specifications and names of Approved Suppliers, which will include suppliers for opening inventory, supplies, and related materials, and establish, modify and maintain supplier relationships for Company's products as Company in its discretion deems necessary for the System;

(f) Provide you with an initial new franchisee orientation program concerning the System prior to opening, including pre-opening training for you and your managers;

(g) Certify franchisee owned training units at locations determined by Company for training Franchisee and those of Franchisee's employees as Company deems necessary;

(h) Inspect the Franchised Restaurant prior to the opening of the Franchised Restaurant, and provide regular and continuing supervisory services and periodic inspections and evaluations of Franchisee's operation as the Company in its sole discretion believes are necessary for the Franchised Restaurant and/or the System;

(i) Furnish an LJS representative to assist in the opening activities of the first Restaurant that you open, and you must reimburse LJS for its representative's meals, lodging, travel and other related and incidental expenses associated with providing this assistance;

(j) Review and approve Franchisee's initial marketing plan and pre-opening advertising materials;

(k) Provide or post on its franchisee website a copy of the Operations Manual and those additions and modifications to the Operations Manual as the Company in its sole discretion may issue from time to time;

(l) Consent to your opening of the LJS Restaurant;

(m) Provide a sample of the Company's standardized chart of accounts, statement of earnings and balance sheet, to be used by Franchisee for reporting to the Company;

(n) Designate a specific number of LJS Restaurants you may develop and open at approved locations in the Development Area (if we grant you development rights);

(o) Revise and amend the Operations Manual in ways that we in our sole discretion may deem appropriate or in the best interests of LJS or the System;

(p) Provide updated information concerning the System, approved suppliers, products, or other brand standards and requirements;

(q) Provide on-the-job and instructional training as LJS in its discretion deems appropriate for you and your employees concerning the LJS Restaurant operations and the System, including any updated training, policies, or procedures recommend in the operation of the LJS Restaurant;

(r) Provide, at Company's discretion, representatives to consult with Franchisee or its management with respect to the operation of the Franchised Restaurant;

(s) Periodically inspect and evaluate your Restaurant operations;

(t) Upon your written request, use reasonable efforts to provide to suppliers designated by you with LJS's standards and specifications for non-secret food products and equipment items for use in your Restaurant;

(u) Upon your written request or LJS's own initiative, test any item of equipment that has not been previously approved by LJS for use in a LJS Restaurant;

(v) Provide technology and support services concerning technology, computer hardware and software in connection with the operation of the Franchised Restaurant, in accordance with the technology and support services agreement;

(w) Provide, either directly or through our designated representatives, additional consulting and supervisory services relating to the operation of the Franchised Restaurant as Company may in its sole discretion designate as reasonable and necessary consistent with Section 5 of this Agreement; and

(x) Conduct, maintain and administer all national, regional and local advertising either through the Company or its agents and contractors, furnish Franchisee with merchandising and operating aids and services and related print materials, and approve Franchisee's local marketing that it may develop (consistent with Sections 5 and 7 of this Agreement).

NEITHER THE COMPANY'S ACCEPTANCE OF THE LOCATION NOR ANY INFORMATION COMMUNICATED TO FRANCHISEE REGARDING THE COMPANY'S SITE SELECTION CRITERIA FOR LJS RESTAURANTS SHALL CONSTITUTE A WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE SUITABILITY OF THE LOCATION FOR AN LJS RESTAURANT OR FOR ANY OTHER PURPOSE. THE COMPANY'S ACCEPTANCE OF THE PROPOSED SITE MERELY SIGNIFIES THAT IT IS WILLING TO GRANT A FRANCHISE FOR AN LJS RESTAURANT FOR SUCH LOCATION. THE COMPANY IS NOT RESPONSIBLE FOR THE FAILURE OF THE LOCATION TO MEET FRANCHISEE'S EXPECTATIONS AS TO POTENTIAL REVENUES.

FRANCHISEE'S DECISION TO OPERATE AN LJS RESTAURANT AT THE LOCATION IS BASED SOLELY ON FRANCHISEE'S INDEPENDENT INVESTIGATION OF THE SUITABILITY OF THE LOCATION FOR AN LJS RESTAURANT.

1.04 Company's Right to Operate Other Restaurants.

(a) Franchisee understands that the Company and its affiliates (hereinafter defined) may operate and franchise restaurants and food establishments other than LJS Restaurants. Franchisee agrees that the Company, its parent corporation and affiliates may do so at any location, including locations within the Territory, provided that: (i) such restaurants and food establishments are not operated under the names "Long John Silver's", "Long John Silver's Seafood Shops" or similar trade names; or (ii) if such restaurants are located within the Territory, the gross receipts of seafood of the restaurant or food establishment do not constitute or are not likely to constitute twenty percent (20%) or more of all sales of the restaurant or food establishment. Franchisee further acknowledges and agrees that this franchise is solely for the Location and affords Franchisee no rights in any additional franchise to be operated at any other location. Neither this Agreement nor the franchise issued hereunder obligates the Company in any way to sell or issue any other franchise.

SECTION 2: OCCUPANCY, TERM AND RENEWAL

2.01 Franchisee's Right to Occupy the Premises for the Franchised Restaurant.

(a) Franchisee warrants and represents to the Company that Franchisee either (i) owns the Franchised Restaurant Premises, and has provided the Company with adequate evidence including a deed of ownership that satisfied the Company in its discretion and a copy of the title insurance policy, or (ii) leases or subleases the Franchised Restaurant Premises pursuant to a lease or sublease agreement with a lease term at least as long as the initial term outlined below in Section 2.02(b), of which Franchisee has provided the Company with a true and accurate copy (together with any modifications or renewals thereof, "Lease"), and Franchisee has had the landlord execute the lease addendum in the form specified by the Company or through its commercially reasonable best efforts had the material terms of such addendum included in the Lease. Franchisee agrees that it shall notify the Company in writing within five (5) business days of any change regarding its right to occupy the Franchised Restaurant Premises, including any modifications, amendments or alterations to the Lease or, with respect to the ownership of the Franchised Restaurant Premises, any claims to the title or use of such premises by any third party, or any sale or change in ownership of such premises.

2.02 Initial Term and Commencement of Franchise Operations.

(a) Franchisee agrees that the Franchised Restaurant shall commence operations by the earlier of (i) two-hundred and forty (240) days after commencement of construction, (ii) the opening date set forth in the development agreement, or (iii) eighteen (18) months from the date of the execution of this Franchise Agreement. Franchisee agrees not to open the Franchised Restaurant until the Company has notified Franchisee in writing that the Franchised Restaurant and its operations meets the Company's standards and specifications. Such notice is not and shall not be deemed, however, to be a representation or warranty by Company that the Franchised Restaurant and its operations comply with applicable law and is not a waiver of the Company's right to further determinations concerning the Franchised Restaurant's compliance with the Company's standards, policies and requirements, which (as indicated herein) are subject to change in the Company's sole discretion.

(b) Unless previously terminated pursuant to the terms of this Agreement, the term of the franchise granted herein shall be twenty (20) years from the date that the Franchised Restaurant opens for business as reported by Franchisee in accordance with the terms of this Agreement and as reflected on the Company's records ("Opening Date"). Provided, however, that to the extent that the Franchisee is leasing the Franchised Restaurant Premises pursuant to the Lease, Franchisee agrees that it shall not open the Franchised Restaurant for business prior to the Lease commencement date.

2.03 Renewal.

(a) Franchisee may, at its option, renew this franchise for two (2) additional term(s) of five (5) years each; however, Franchisee's exercise of its renewal option shall not extend the term of this franchise

beyond the expiration of Franchisee's Lease. In addition, in order to exercise its renewal option, Franchisee must satisfy all of the following conditions:

(1) Franchisee must give the Company written notice of its election to renew no less than six (6) months, nor more than nine (9) months, prior to the end of the then-current term;

(2) Franchisee and all of its affiliates shall have substantially complied with the terms and conditions of all such agreements during the initial and any prior renewal term(s) of this Agreement, as determined by the Company in its discretion;

(3) At the time when notice is given and at the end of the then-current term, Franchisee must not be in default of any provision of this Agreement, or any other agreement between Franchisee or any of its affiliates and the Company or any of the Company's affiliates;

(4) At the time when notice is given and at the end of the then-current term, Franchisee and all of its affiliates shall have satisfied all monetary obligations owed by them to the Company, its subsidiaries and affiliates, and have timely met all such obligations throughout the initial and all prior renewal terms of this Agreement;

(5) Franchisee shall provide such financial information, corporate information, and other commercial information regarding Franchisee as the Company reasonably may request;

(6) Franchisee must execute the Company's then-current standard form renewal franchise agreement (and cause the execution of personal guarantees and other attachments as required by such renewal franchise agreement), which may contain terms and conditions substantially different from those set forth herein, including, without limitation, revised brand standards and increased royalty fees, digital transaction fees, and advertising fees and expenditures (provided that the Company shall then be requiring such changes from all new franchisees and provided that such renewal franchise agreement shall not provide for such changes in excess of those the Company then requires of new franchisees for LJS Restaurants similar to the Franchised Restaurant)'

(7) Franchisee and each of its Owners (hereinafter defined) shall execute a general release, in a form satisfactory to the Company, of any and all claims Franchisee may have as of the date of execution of the renewal franchise agreement, or arising from an event or events which occurred prior to such date, against the Company and its officers, directors, shareholders and employees, in their corporate and individual capacities, including, without limitation, claims arising under federal, state and local laws, rules and ordinances, unless such claims are pending and not finally resolved as of the date Franchisee's notice of renewal is due;

(8) Franchisee shall present evidence satisfactory to the Company that Franchisee has the right to remain in possession of the Franchised Restaurant Premises for the duration of the renewal term; and

(9) Franchisee shall complete, or provide for, such renovation and modernization of the Franchised Restaurant and Franchised Restaurant Premises as the Company may reasonably require, including, without limitation, such remodeling (including structural modifications), redecoration, repair and

replacement of fixtures, furniture, signs and equipment, as may be necessary both to reflect the then-current public image required by the Company of new franchisees and to ensure the presentation of the Proprietary Marks consistent with such image.

(b) The Company may, at its option and in its sole discretion, conditionally accept Franchisee's exercise of its renewal option pending Franchisee's satisfaction of the conditions set forth in Section 2.03(a). In such event, Franchisee agrees to execute the Company's then-current standard short-term franchise license agreement immediately upon the expiration of the preceding term, which agreement may provide for a term of a duration substantially shorter than the renewal term provided for in this Agreement (including a month-to-month, six month, or one year term, in the Company's sole discretion), may contain substantially different terms and conditions than this agreement (including those outlined in Section 6(a) above), and that will grant the Company the right to terminate the same immediately upon notice to Franchisee to the extent that the Franchisee has not fully satisfied the conditions outlined in Section 2.03(a) by the date set-forth therein.

(c) Upon the expiration of the initial term of this Agreement as stated in Section 2.02(b) and the renewal terms as stated in Section 2.03(a), Franchisee shall be entitled to the issuance of a new franchise agreement for the Franchised Restaurant, subject to the following conditions: (i) Franchisee shall have made written application to the Company for the new franchise agreement no less than six (6) months, nor more than nine (9) months, prior to the expiration of the then-current term; (ii) Franchisee shall have tendered to the Company, concurrently with the delivery of the application for the new franchise agreement, and in lieu of the initial fee prescribed by the franchise agreement, an administrative fee equal to ten percent (10%) of the initial fee; and (iii) Franchisee shall have satisfied all of the conditions for renewal set forth in Sections 2.03(a)(2) through 2.03(a)(9), inclusive. The new franchise agreement shall provide for an initial term and option terms, if any, equal to the terms then being offered by the Company to new franchisees for LJS Restaurants similar to the Franchised Restaurant and it shall not provide for royalty fees or advertising contributions in excess of those the Company then requires of new franchisees for LJS Restaurants similar to the Franchised Restaurant.

SECTION 3: PREMISES AND EQUIPMENT

3.01 Construction of Restaurant.

(a) Following execution of this Agreement, the Company will provide you the site selection approval form, and, upon your request, LJS will provide you with LJS's written guidelines for site selection. You will be required to submit a formal site package for a particular site along with all material and information requested by the Company, and this may require ethe submission of documents and studies that may require you to spend money to complete. Following the approval of your site, and upon your submission of an executed lease or copy of an unexecuted conditional contract to purchase a site, LJS shall also furnish to Franchisee one copy of standard plans, drawings and specifications for a standard Long John Silver's restaurant of the type specified in this subsection, and a list of LJS's then-current Brand

Standards and layout for standardized furnishings and equipment for the specified type of restaurant. LJS may modify or update its Restaurant site selection guidelines, Brand Standards, and Restaurant construction plans and specifications at any time in its discretion.

(b) Franchisee at its expense (i) shall have the generic plans and specifications adapted as necessary to construct and operate the Long John Silver's restaurant on the Franchised Restaurant Premises consistent with the then-current Brand Standards, and all applicable building codes and other legal requirements (including any zoning requirements), and (ii) shall have such adapted plans including the final site layout stamped by an architect licensed by the state where the Franchised Restaurant will be located. Any such adaptations and all plans, specifications and layouts other than those furnished by the Company must be approved in writing by the Company prior to Franchisee's obtaining permits, construction bids or commencing construction. The Company's approval shall signify only its acceptance of the appearance of the restaurant building, and shall not signify that the approved plans or specifications comply with applicable codes. Such approval shall not result in any liability of the Company to Franchisee. Franchisee agrees to indemnify the Company against claims of liability relating to such approval as provided in Section 9.01 of this Agreement.

(c) Layout and plans and specifications, prepared or approved by the Company, shall not thereafter be changed or modified without the Company's prior written consent. Before commencing any construction of the Franchised Restaurant, Franchisee shall furnish to the Company a letter certifying that all required permits and certifications required for the lawful construction and operation of the Franchised Restaurant have been obtained and all other requirements for its lawful construction and operation have been met, including, without limitation, zoning, access, signage, fire, health and safety requirements.

(d) Construction of the building and improvements shall begin as soon as possible after the Company furnishes or approves the site layout, plans and specifications (the "Approval Date"). The building and improvements shall be constructed in strict compliance with the plans and specifications and shall be completed within twelve (12) months after the Approval Date. Franchisee agrees to provide construction photos and status summaries to the Company-designated development team on a weekly basis, and agrees that the Company may, to the extent that Franchisee fails to provide such updates more than four (4) times, require Franchisee to install a camera onsite at the construction site that can be accessed by the Company. The Company, in its discretion, may inspect the construction at all reasonable times. At least thirty (30) days in advance of the Franchised Restaurant's projected Opening Date, Franchisee shall, by written notice, request the Company to perform its final inspection. Franchisee shall open the Franchised Restaurant for business as soon after completion of the building and installation of furnishings and equipment as is reasonably possible, but in no event before the Company's final inspection is performed and written approval is given. Franchisee hereby agrees to complete such construction and meet all opening requirements no later than eighteen (18) months after execution of this Agreement. Franchisee further agrees to open the LJS Restaurant no later than thirty (30) days after receiving all governmental approvals and permits.

(e) If the Franchised Restaurant is damaged or rendered totally or partially untenantable by fire or other casualty, Franchisee shall repair or restore the Franchised Restaurant to its former condition within a reasonable time, not to exceed six (6) months after the date of the fire or casualty. The proceeds of all insurance carried by Franchisee covering the Franchised Restaurant Premises (which is required as set forth herein) shall be applied to the cost of repairing or restoring the Franchised Restaurant, and Franchisee shall pay the balance, if any, of such costs. If, in the Company's reasonable judgment, the damage or destruction is of such an extent that it is feasible for Franchisee, without incurring substantial expense additional to the insurance proceeds, to repair or reconstruct the LJS Restaurant in accordance with the then-standard Long John Silver's layout and decor specifications, the Company may require Franchisee to repair or reconstruct the LJS Restaurant in accordance with those specifications. Notwithstanding the foregoing, if the Franchised Restaurant is rendered totally or partially untenantable by fire or other casualty within two (2) years prior to the date of expiration of the initial term of this Agreement or any renewal term, Franchisee may terminate this Agreement, provided that Franchisee shall have notified the Company in writing of its election to terminate no later than thirty (30) days following the casualty.

3.02 Purchase and Installation of Approved Equipment.

(a) Franchisee shall purchase and install and use in and about the Franchised Restaurant Premises such items and only such items of equipment including, without limitation, food and beverage preparation equipment, fixtures, furnishings, interior and exterior signage, make-up air and exhaust handling equipment, technological hardware and software (including electronic cash registers, POS systems and related products, digital menu boards, kiosks, artificial intelligence-related tools and software, drive-thru headsets, internet connectivity products, menu-pricing software, software and hardware related to online and mobile ordering, equipment and software related to the loyalty program, music and sound system components, and cameras, among other items based on the existing technological innovations available and required to stay competitive at the time), and other personal property (collectively, "Equipment") as are designated by the Company as a Brand Standard and purchased from an Approved Supplier. Such Equipment must strictly conform to the appearance, uniform standards and specifications of the Company and the System as established from time to time. The Company's specifications and standards for such Equipment shall be provided to Franchisee upon written request, and may change at any time at the Company's discretion, including due to updates in the technology, computer systems and software utilized and required by the brand in connection with the System and operation of the Franchised Restaurant. The Company may purchase certain Equipment in bulk at a discounted rate from approved suppliers and offer it for resale to Franchisee as a pass-through expense, and the Company reserves the right to charge a reasonable administrative fee not to exceed five percent (5%) associated with such purchasing and resale programs, to the extent that any are implemented by Company. If Franchisee desires to purchase or install any item not so listed or approved, Franchisee or the supplier of such item shall submit to the Company a written request for approval of the item. The Company shall have the right

to require, among other things, that a sample of the item be delivered (or otherwise be made available in a manner acceptable to the Company), at the Company's option, either to the Company or to an independent certified laboratory designated by the Company for testing prior to acting on the request for approval. A charge not to exceed the cost of the testing shall be paid to the Company by Franchisee or by the item's supplier. The Company shall not be liable for any damage to such items resulting from the testing process. The Company reserves the right to retest any item previously approved by it, and to revoke its approval if the item fails to continue to meet the Company's standards and specifications. Upon notification by the Company, through revision of the Operations Manual, Brand Standards, or otherwise, that approval of any item has been revoked, Franchisee shall not thereafter purchase or, if the Company so directs, use such item. The Company may at any and all times inspect all Equipment and its installation to assure Franchisee's compliance with the Company's standards and specifications (including any Brand Standards).

(b) The Company also requires, and Franchisee hereby agrees, to obtain additional technological hardware and software as required in the determination and discretion of the Company for the System and the Franchised Restaurant following the execution of this Agreement based on the Company's determination that such Equipment is necessary at the time to remain competitive within the industry. Franchisee is concurrently with this Agreement executing the LJS Technology and Support Services Agreement. Franchisee further agrees to abide by all technology requirements adopted by the Company, including those related to software, hardware, databases, and/or other technology as determined in the discretion of the Company, at the then-applicable fees and rates for such services. Pursuant to this Agreement and the LJS Technology and Support Services Agreement, Franchisee agrees to obtain and use at the LJS Restaurant at the time of its construction the computer hardware and software, including computer, point of sale, and other electronic information systems, a high-speed Internet connection, and all equipment components and software necessary for Franchisee to meet all functionality, performance and informational requirements specified by the Company (as the same may be modified by the Company in its sole judgment from time to time), including, without limitation, the ability to accept and process in-person and digital transactions for sales at the Franchised Restaurant (such as for example mobile ordering and payment systems and other related technology), utilize AI technologies as determined by the Company to be in the best interest of the System, to transmit point of sale data and other data as may be requested by Company to the Company, and to facilitate participation in any gift card, customer loyalty, affinity and similar programs established by the Company in its discretion which Franchisee must and will comply with and participate in. Franchisee further agrees to obtain whatever internet and utility systems required or specified by the Company to service the computer system, including installing the Interface Systems Network of the Future package (or other package identified by the Company at the time of the execution of this Agreement). The Company shall have the right to designate a single source (who may be the Company or an affiliate) from whom Franchisee must purchase certain components or all of the computer system related licenses and technology, and related support services. Franchisee has the obligation to maintain

the functionality of the computer system and all of its components (including all technology and software), including being knowledgeable about and utilizing the support services provided by such providers or the Company through the Technology and Support Services Agreement (as applicable).

(c) Franchisee shall not install, sell or use on the Franchised Restaurant Premises any vending machines, telephone booths, entertainment devices, products or services not included in the System or otherwise identified as an approved item of Equipment without the Company's prior written consent.

3.03 Maintenance of Premises and Equipment.

(a) Franchisee shall maintain at all times during the term of this Agreement and any renewals hereof, at Franchisee's expense, the Franchised Restaurant Premises and all Equipment thereon in conformity with the high standards and public image of the Company and the System, shall keep all Equipment in good working order and update and replace it in accordance with its useful life, shall comply with all applicable laws and regulations, and shall make no additions or alterations to the Franchised Restaurant Premises without the Company's prior written consent.

(b) Franchisee shall keep the Franchised Restaurant Premises in the highest degree of sanitation, cleanliness, appearance, and condition (including, without limitation, such periodic repainting, repairs, replacement and updates of Equipment, signage, décor, fixtures, furnishings, uniforms, advertising and promotional material, decorations, paper goods, stationary and other supplies) as the Company may reasonably direct in accordance with its then-current standards set out in the Operations Manual or otherwise. Franchisee shall keep the parking area for the Franchised Restaurant well-lighted and in good repair, and maintain the parking area for the exclusive use of Restaurant customers subject to any easements or other use restrictions and requirements in any applicable Lease, but with at least the minimum number of parking spaces required by the Company.

(c) Franchisee shall not attach or exhibit any signs, displays or posters on or in the exterior or interior of the Franchised Restaurant or on the Franchised Restaurant Premises, other than signs, posters or displays then-currently supplied, required or authorized in writing by the Company, nor permit others to do so.

(d) If Franchisee fails to comply with this Section 3.03 in the Company's judgment, then in addition to all other rights the Company has, the Company may notify Franchisee and specify the action Franchisee must take to correct such deficiency. If Franchisee fails or refuses within ten (10) days after delivery of such notice, to initiate and thereafter continue in good faith and with due diligence a bona fide program to complete such required maintenance, sanitation and repair, the Company will have the right (in addition to all other rights in this Agreement), but not the obligation, to enter the Franchised Restaurant Premises and effect such maintenance, repairs or sanitation on Franchisee's behalf and at Franchisee's expense, and to charge a daily, weekly, or monthly fee in the amount of up to Five Thousand Dollars ($5,000) per month until such non-compliance is corrected. Franchisee hereby agrees that such fee is reasonable and necessary to protect the goodwill associated with the Company and the System.

3.04 Renovation of Equipment and Premises.

In addition to performing maintenance required under Sections 3.02 and 3.03, Franchisee shall, at the Company's request, but no more often than once every five (5) years, complete a remodel or refurbishment of the Franchised Restaurant Premises to conform to the building design, trade dress, color schemes and presentation of the Proprietary Marks consistent with the Company's then-current public image, including, without limitation, extensive structural changes, remodeling, replacement of Equipment (including the hardware related to point-of-sale system, kiosks, and other digital technology hardware products), redecoration and modifications to existing improvements. Such requirements may include a complete tear down and rebuilding of the Franchised Restaurant on the Premises at least once every twenty (20) years. In determining whether a particular piece of Equipment is eligible for refurbishment, the time period is evaluated from the date the last time that the Company required Franchisee to update that particular piece of Equipment. For example, if the POS system was changed in 2021, then it could be eligible for change again in 2026. Should franchisee fail to comply with these renovation requirements, and fail to cure such non-compliance within thirty (30) days after written notice from the Company, then the Company may, in addition to all other remedies under this Agreement or applicable law, charge a daily, weekly, or monthly fee in the amount of up to Five Thousand Dollars ($5,000) per month until such non-compliance is corrected. Franchisee hereby agrees that such fee is reasonable and necessary to protect the goodwill associated with the Company and the System. Notwithstanding this paragraph or anything herein, nothing in this paragraph or this Agreement shall restrict the Company's right to change or alter the digital software and technologies underlying the hardware components or otherwise utilized and determined by LJS as a brand standard as long as such changes are consistent with the LJS Technology and Support Services Agreement.

SECTION 4: SUPPLIES, FOOD PRODUCTS, RECIPE ITEMS AND UNIFORMS

4.01 Food and Beverages Sold At Franchisee Restaurant.

(a) Franchisee shall serve, sell or offer for sale all food and beverage products and only such products (1) that are listed as standard menu items from time to time in the Operations Manual or are otherwise designated by the Company from time to time in writing (including as Brand Standards); (2) that meet the Company's uniform standards of quality and portions and appear on the Company's Approved Food and Beverage Brands List from time to time in the Operations Manual; and (3) that have been prepared in accordance with the recipes and food handling and preparation methods and procedures designated from time to time in the Operations Manual or as otherwise designated by the Company from time to time in writing (including as Brand Standards). Franchisee shall not deviate in any way from the standards and specifications above and in this Agreement without the Company's prior written consent.

(b) Franchisee shall maintain all such products in sufficient supply at all times.

(c) Franchisee shall discontinue immediately serving, selling or offering for sale any of such products as the Company may, in its sole discretion, disapprove in writing at any time.

(d) The Company reserves the right at any time and in its absolute discretion to make additions or changes to the food and beverage items listed as standard menu items, the specifications for such items, the recipes for such items, and the handling and preparation methods for such menu items.

4.02 Sampling and Testing.

Franchisee shall permit the Company or its agents, at any and all reasonable times, to remove from the Franchised Restaurant Premises samples of any inventory items, without payment therefor, in amounts reasonably necessary for testing by the Company or an independent, certified laboratory, to determine whether the samples meet the Company's then-current standards and specifications.

4.03 Suppliers of Food Supplies and Other Items.

(a) Franchisee shall purchase from the Company or sources designated by the Company such items (including secret recipe items) as are set forth from time to time in the Operations Manual or otherwise designated in writing (including as a Brand Standard). Franchisee shall not purchase such items from any other source or use any other item in substitution therefor.

(b) Franchisee shall purchase only those food products, paper and plastic goods and service items (collectively, "Products") that conform to the specifications and standards (including standards for handling and distribution of products) of the Company and the System in effect from time to time and which are included on the Company's then-current Approved Suppliers appearing in the Operations Manual or otherwise designated in writing as an Approved Supplier. Franchisee may purchase such approved Products from any supplier that is identified as an Approved Supplier for such Products, and LJS retains absolute discretion to identify any supplier as an Approved Supplier or remove any supplier as an Approved Supplier. Franchisee must request the Company's approval of any Products not included on the Approved Lists, and the Company may require samples of any such Products to be submitted to it or to a designated independent, certified testing laboratory for testing to determine whether approval shall be granted. The Company agrees that it will not unreasonably withhold its approval for any Product upon receiving such a request so long as such Product meets the Company's then-current specifications and standards. Franchisee shall pay upon invoice to Company a charge not to exceed the cost of such testing. The Company reserves the right to retest any Product previously approved by it and to revoke its approval of any Product that fails to continue to meet the Company's standards and specifications. Upon notification by the Company that any Product being used is unapproved or otherwise does not satisfy the specifications and standards of the Company and System, Franchisee shall not thereafter purchase and, if the Company so directs, immediately cease to use the unacceptable Product.

4.04 Uniforms.

Franchisee shall purchase, for its employees' use, uniforms that conform strictly to the current specification, design and style of the Company as set forth from time to time in the Operations Manual or as otherwise communicated by the Company to the Franchisee. The Company may change the

specifications, design and style of the uniforms in its absolute discretion at any time, and Franchisee will be required to purchase and utilize, for its employes use, the then-current uniform.

4.05 Purchasing Cooperative Membership.

So long as this Agreement is in effect, Franchisee shall become and remain a member of the Long John Silver's National Purchasing Cooperative, Inc. or its successors (the "Purchasing Co-op"), and abide by its Certificate of Incorporation and Bylaws as in effect from time to time, including without limitation the provisions of the Bylaws concerning purchasing commitments. Franchisee's obligation to become and remain a member of the Purchasing Co-op shall terminate upon dissolution of the Purchasing Co-op, or if an agreement is reached between the Company and the Franchise Association (defined in Section 14.01) to delete from this Agreement the requirement that Franchisee become and remain a member of the Purchasing Co-op.

SECTION 5: OPERATING STANDARDS, PROCEDURES, TRAINING AND SERVICING

5.01 Operational Standards.

(a) Franchisee shall not be permitted to initially open the Franchised Restaurant for business, and following opening, keep the Franchised Restaurant operating, unless all of the following conditions have been, and continue to be, met:

(1) Franchisee and its owners and affiliates are not in default under any agreement between Franchisee or any of its owners and affiliates and the Company or any of the Company's affiliates and, during the six (6) month period immediately preceding the proposed Opening Date, Franchisee has not continued in default beyond any applicable cure period under any agreement between Franchisee or any of its affiliates and the Company or any of its affiliates;

(2) Franchisee is current on all monetary and nonmonetary obligations due the Company and its affiliates;

(3) The Company has determined, in its reasonable discretion, that Franchisee is operating each of its Franchised Restaurants, and is capable of operating the proposed Franchised Restaurant, in accordance with the terms of all franchise agreements between Franchisee and the Company, and in accordance with the Long John Silver's System (as may be set forth in the Operations Manual or otherwise from time to time by the Company);

(4) Franchisee has provided all requested and required financial information and reporting regarding Franchisee, Franchisee's operation of other restaurants (including other Company restaurants), and Franchisee's planned operations and models for the Franchised Restaurant; and

(5) For the initial opening, Franchisee's architect has certified to the Company that the Franchised Restaurant was constructed strictly in accordance with the final plans and specifications approved by the Company, and that the equipment installed at the Franchised Restaurant complies with

the equipment specifications in effect as of the date the Company approved the site for the Franchised Restaurant.

(b) Franchisee shall operate the Franchised Restaurant in strict accordance with the Operations Manual and the System (including any brand standards implemented by the Company) which, among other things, sets forth the standard method of operation for an LJS Restaurant, the business format, recipes, menus and instructions for food preparation and the control of quality and portions. Franchisee shall keep the Operations Manual, the System and the brand standards in confidence except to the extent disclosure is necessary to operate the Franchised Restaurant. Franchisee understands and agrees the Company may, from time to time, and in its absolute discretion, revise the contents of the Operations Manual and such other manuals, brand standards and other standards, instructions, formulas, recipes and specifications, if any, as it may develop for use with the System, and Franchisee shall comply with each changed requirement within such reasonable time as the Company may require.

(c) Franchisee shall at all times keep current its training and operations materials, and other manuals offered to it by the Company, maintain access to the franchise website that contains the Operations Manual, and hereby agrees to regularly review and monitor the email address for notices provided as part of this Agreement. In the event of any dispute as to the contents, current status and completeness of any of such manuals or materials, the master copy of such manual or the then-current web site materials and data maintained by the Company as modified or amended by any written correspondence to the email address identified by Franchisee, shall control. Although Company retains the right to establish and periodically modify the operating standards that Franchisee must following, Franchisee retains the sole responsibility for the day-to-day operations of the Restaurant and implementing and maintaining the operating standards at the Franchised Restaurant. To the extent that the Manual or operating standards contain any employee-related policies or procedures that might apply to Franchisee's employees (none of which are or are intended to be joint employees of the Company), these policies and procedures are provided for informational purposes only and do not represent mandatory policies and procedures to be implemented by Franchisee. Franchisee shall determine to what extent, if any, such policies and procedures may be applicable to Franchisee's operations at the Franchised Restaurant. Franchisee and the Company recognize, acknowledge and agree that the Company neither dictates nor controls labor or employment matters for Franchisee and that Franchisee, and not the Company, is solely responsible for dictating the terms and conditions of employment for all of Franchisee's employees.

(d) Franchisee shall promptly pay when due all taxes levied or assessed on Franchisee in the conduct of the business franchised under this Agreement including, without limitation, unemployment and sales taxes. In the event of any bona fide dispute as to liability for taxes assessed, Franchisee may contest the validity or the amount of the tax in accordance with procedures of the taxing authority or applicable law; however, in no event shall Franchisee permit a tax sale or seizure by levy of execution or similar writ or warrant, or attachment by a creditor, to occur against the Franchised Restaurant Premises, or any improvements thereon.

(e) Franchisee shall comply with all federal, state, and local laws, rules and regulations, and shall timely obtain and maintain all permits, certificates and licenses necessary for the full and proper conduct of the Franchised Restaurant, including, without limitation, building and other construction and occupancy permits, licenses to do business and fictitious name registrations, sales tax permits, health and sanitation permits and ratings and fire code clearances. Copies of all inspection reports, warnings, certificates and ratings issued by any governmental entity during the term of this Agreement in connection with the conduct of the Franchised Restaurant which cite or indicate Franchisee's failure to meet or maintain the highest governmental standards or less than full compliance by Franchisee with any applicable law, rule or regulation shall be forwarded to the Company within five (5) days of Franchisee's receipt thereof, and Franchisee shall remedy same within the time period specified in the respective citation, report or other notice, or within ten (10) days if no time period is so specified.

(f) Franchisee shall not sell or offer for sale any alcoholic beverages at or from its premises, except beer or wine, which may be offered only where lawful and in strict compliance with then-current Company requirements and only upon written approval from the Company. The Company has no obligation to permit alcohol sales and may reject such a request for any reason.

(g) Franchisee shall participate in third party delivery from at least two third-party delivery partners (unless otherwise approved by the Company in writing) and in all loyalty and promotional programs (including the Long John Silver's gift card program, the Long John Silver's Seacret Society loyalty program and other loyalty or promotional programs) developed and implemented by the Company, or the Purchasing Co-op and/or its subsidiaries, for the System, in the manner directed or approved by the Company in the Operations Manual or otherwise in writing. Currently, the Company has designated the Purchasing Co-op, on an exclusive basis, to conduct the Long John Silver's gift card program (the "Gift Card Program"). In connection with the Gift Card Program, Franchisee shall sell and redeem gift cards that have been prepared utilizing the standard form of Gift Card provided or designated by the Company or the Purchasing Co-op and/or its subsidiaries ("Gift Cards"), and only in the manner specified by the Company in the Operations Manual or otherwise in writing. Franchisee shall fully honor every Gift Card, regardless of whether such Gift Card was issued or sold directly or indirectly by the Company, the Purchasing Co-op or its subsidiaries, Franchisee, another franchisee, or an authorized third party. Franchisee shall sell and redeem Gift Cards in accordance with the procedures and policies specified by the Company in the Operations Manual or otherwise in writing, including those relating to procedures by which Franchisee shall make timely payments to the Company, the Purchasing Co-op and/or its subsidiaries, or their designee for Gift Cards sold by Franchisee and shall request and receive reimbursement from the Company, the Purchasing Co-op and/or its subsidiaries, or their designee for goods and services sold in exchange for Gift Cards.

5.02 Operating Hours.

Franchisee agrees to keep the Franchised Restaurant open and in normal operation during such business hours as Company may prescribe in the Operations Manual or otherwise may publish in writing or electronically, but at the very least from 10:30 am until 9:00 p.m. Franchisee acknowledges and agrees

that its temporary or permanent abandonment of the Franchised Restaurant operations or failure to cause the Franchised Restaurant to be continuously operated seven (7) days per week during Company-prescribed business hours is a material breach of this Agreement.

5.03 Staff Competency and Training.

(a) The Franchisee must maintain a competent, conscientious and trained staff at the Franchised Restaurant at all times, including at least one fully trained manager on duty who has fully satisfied the training requirements for such manager as outlined herein. Franchisee shall hire all employees of the Franchised Restaurant and be exclusively responsible for the terms of their employment and compensation, and for the proper training of such employees in the operation of the Franchised Restaurant, in human resources and customer relations. Franchisee acknowledges and agrees that it is solely responsible for all employment decisions and functions of the Franchised Restaurant including, without limitation, decisions or actions related to hiring, firing, training, compliance with wage and hour requirements, personnel policies, scheduling benefits, recordkeeping, supervision, and discipline of employees, and such decisions or actions shall not be, nor be deemed to be, a decision or action of Company. The parties agree that Company shall not be deemed a joint employer with Franchisee for any reason. If Company incurs any cost, expense, loss, or damage as a result of any actions or omissions of Franchisee or Franchisee's employees, including any that relate to any party making a finding of any joint employer status, Franchisee will fully indemnify Company for such cost, expense, loss, or damage. Franchisee shall take such steps as are necessary to ensure that its employees preserve good customer relations, wear uniforms of such color, design and other specifications as Company may designate from time to time, present a neat and clean appearance, and render competent and courteous service to Restaurant customers.

(b) The Company will provide programs for training Franchisee and its employees. The Company will certify franchisee owned training unit(s) as deemed necessary by the Company for training Franchisee and such of its executive, managerial and supervisory employees as the Company deems necessary. The Company shall determine (i) the number of Franchisee's employees to be trained, (ii) the training period necessary to adequately train the employees, and (iii) whether and when the employees have satisfactorily completed training. In so doing, the Company shall consider the background, experience and training performance of the trainee. Unless otherwise specified in writing by the Company, such of Franchisee's management and employees as required by the Company, prior to opening the Franchised Restaurant, and all successor managers, prior to assuming the position of manager in the Franchised Restaurant, shall successfully complete the minimum period then-currently specified by the Company for management training at such location(s) as the Company may designate. For Franchisee's first and second Long John Silver's Restaurant, Franchisee must, at all times, employ at least three managers per Restaurant who are certified and have completed all training required by the Company. For Franchisee's third and subsequent restaurants, Franchisee must employ at least one manager who has completed all training required by the Company at all times at such Restaurant.

(c) In addition to the required management training, all other employees of Franchisee must undergo such on-the-job and instructional training as the Company may from time to time require. Franchisee shall purchase and use such current brand standard training materials, equipment and supplies to properly conduct such training as may be specified by the Company from time to time in the Operations Manual.

(d) The Managing Owner, the Principal Operating Owner, the Principal Manager (if such person is designated) and such executive, managerial, supervisory and other employees as the Company from time to time may require, shall attend and successfully complete subsequent training, refresher, and retraining programs required by the Company.

(e) Upon failure for any reason of Franchisee or any of its employees to complete successfully any training, retraining or refresher program required by the Company, Franchisee shall designate another trainee who shall attend and successfully complete the program, and who, if the Company so directs, shall perform the functions of the category of employee for which the program was offered.

(f) Franchisee shall pay, without limitation, all salaries, wages, benefits, meals, lodging, travel and other related and incidental expenses of Franchisee's employees associated with any training or refresher course, as well as any tuition and associated fees, costs and charges required by the Company including, without limitation, for labor, supplies, materials and meeting room facilities. The Company agrees that fees charged for supplies, materials or meeting room facilities shall only be used to cover the costs incurred for such supplies, materials or meeting room facilities and not to generate a profit for the Company.

(g) The Company will furnish a representative to assist in the opening activities of the Franchised Restaurant, and Franchisee will reimburse the Company for its representative's meals, lodging, travel and other related and incidental expenses associated with providing such assistance. Upon request by Franchisee, or if the Company deems necessary, the representative shall remain for an additional reasonable period determined by the Company to provide additional assistance, and Franchisee shall reimburse the Company for its representative's salary and meals, lodging, travel and other related and incidental expenses during such additional period. Franchisee's management staff shall be at work in the Franchised Restaurant during the hours assistance is provided by the Company's representative. Notwithstanding the foregoing, the Company, at its option, may decline to provide the assistance set forth in this Section 5.03(g) if Franchisee fails to give written notice to the Company of the opening of the Franchised Restaurant not less than thirty (30) days in advance of the Opening Date. Further, notwithstanding the foregoing, if the Franchised Restaurant is not the first LJS Restaurant constructed and opened by Franchisee, its Owners or affiliates, then the Company's training and assistance in the opening activities of the Franchised Restaurant shall be as deemed necessary by the Company upon, if deemed advisable by the Company, consultation with Franchisee.

5.04 Inspection Rights.

Franchisee shall grant Company and its agents the right to enter upon the Franchised Restaurant Premises at any time for the purpose of conducting inspections; shall cooperate with the Company's

representatives in such inspections by rendering such assistance as they may reasonably request; and, upon notice from the Company or its agents and without limiting the Company's other rights under this Agreement, shall take such steps as may be necessary to correct immediately any deficiencies detected during any such inspection. All costs related to any follow up inspections required by Company following any failure by Franchisee of any audit or inspection shall be paid for solely by Franchisee. Should Franchisee, for any reason, fail to correct such deficiencies within a reasonable time, as determined by Company either during a subsequent inspection or otherwise, Company shall have the right and authority (without, however, any obligation to do so) to correct such deficiencies and to charge Franchisee a reasonable fee for Company's expenses in so acting, payable by Franchisee immediately upon demand, or to require Franchisee to close down operations of the Franchised Restaurant until the Company determines, in its sole discretion, that Franchisee has provided adequate evidence that such deficiencies have been corrected. The foregoing shall be in addition to such other remedies as Company may have.

5.05 Continuing Services. The Company agrees to provide the following additional continuing services to Franchisee following the execution of the Franchise Agreement:

(a) The Company shall furnish to Franchisee, from time to time, such merchandising and operating aids and services, and other materials in connection therewith, as are furnished generally to other franchisees of the Company.

(b) The Company from time to time, in its discretion, shall send its representatives to the Franchised Restaurant to consult with Franchisee or its management representative relative to the operation of the Franchised Restaurant, and shall inspect the Franchised Restaurant Premises with or without prior notice to determine the efficiency and quality of the operation and the faithfulness of Franchisee's compliance with the System.

(c) On reasonable written request by Franchisee, as determined by the Company, the Company shall furnish services regarding specific problems encountered by Franchisee which are beyond the scope of the services provided by the Company under Section 5.04(b). Franchisee shall reimburse the Company promptly for its actual time expended and expenses incurred in aiding Franchisee with such problems.

5.06 Information Security. Franchisee must implement all administrative, physical and technical safeguards necessary to ensure the security, confidentiality, integrity, availability, and reliability of Confidential Information and to protect any information that can be used to identify a customer, including but not limited to names, addresses, telephone numbers, e-mail addresses, and credit card information ("Customer Data") in accordance with Data Protection Laws and industry best practices applicable to information security, cyber security, and electronic payments, including information security and PCI (Payment Card Industry) standards and/or any equivalent thereof. It is entirely Franchisee's responsibility (even if Company provides Franchisee any assistance or guidance in that regard) to implement and maintain information security, cyber security, and PCI compliance programs for the Company and to confirm that the safeguards Franchisee use to protect Customer Data comply with all Data Protection

Law, industry best practices related to the collection, access use, storage, disposal and disclosure of Customer Data. Without limitation to the foregoing, Franchisee agrees that the privacy and information security programs Franchisee implements and maintains pursuant to the terms and subject to the conditions of this Agreement will:

(a) Include appropriate controls with respect to the employment of, and access given to, Franchisee's agents, subcontractors, or employees, including (as appropriate) signing of appropriate confidentiality undertakings and training regarding the handling of Confidential Information and/or Customer Data;

(b) Include an appropriate network security program that includes, without limitation, utilization of industry standard encryption technologies generally and, in any case, with respect to Confidential Information and Customer Data: (i) transmitted over public and private networks or transmitted wirelessly; (ii) at rest or stored on portable or removable media (i.e., laptop computers, CD/DVD, ISN drives, back-up tapes); and (iii) in any circumstances required under applicable data privacy, data security, and data protection laws, rules, regulations, and directives in any relevant jurisdiction, each as amended, replaced or superseded from time to time ("Data Protection Laws");

(c) Include appropriate controls addressing (i) access identification and authentication, including the use of multi-factor authentication at log-in to any systems storing or permitting access to Confidential Information or Customer Data, (ii) maintenance and secure media disposal, (iii) audit and accountability, (iv) systems and communication security; and (v) incident response and planning.

5.07 Data Security Audit. Franchisee shall provide Company with evidence of compliance with applicable standards and provide, or make available, copies of an audit, scanning results, or related documentation relating to such compliance upon request. Company has the right at any time to require Franchisee to engage an independent auditor approved or designated by the Company to audit Franchisee's compliance with applicable information security, cyber security, and PCI standards. Franchisee agrees to cooperate fully with Company's representatives and independent auditors to conduct any such audit. Any costs associated with an audit or to gain compliance with these standards shall be borne by Franchisee.

5.08 Security Incident. If Franchisee becomes aware of a suspected or actual breach of security or unauthorized access involving Customer Data ("Security Incident"), Franchisee will notify Company immediately and specify the extent to which Customer Data was compromised or disclosed. Franchisee will defend and indemnify Company for all costs and/or claims related to the Security Incident. If notification to individuals, regulators or other third parties of a Security Incident is required or advisable under Applicable Laws, Franchisee recognizes that such notices could impact Company's brand reputation and, accordingly, Franchisee agrees to obtain Company's prior approval on the content of any public notifications, which approval will not be unreasonably delayed or withheld. Franchisee's failure to comply

with the information security, cyber security, and PCI requirements under this Section 5.08 will be a material default under this Agreement.

SECTION 6: FEES AND ADVERTISING EXPENDITURES

6.01 Initial and Royalty Fee.

(a) Franchisee shall pay to the Company, upon the execution of this Agreement, an initial nonrecurring, nonrefundable franchise fee of Thirty-Five Thousand Dollars ($35,000). Franchisee acknowledges that this sum is fully earned by the Company upon the execution of this Franchise Agreement. This initial franchise fee is not in exchange for any particular products, services or assistance, but instead solely in consideration of the administrative and other expenses incurred by the Company in granting this franchise and for the Company's lost opportunity to offer such franchise to others.

(b) Franchisee shall pay to the Company as a royalty fee, a sum equal to five percent (5%) of Franchisee's Gross Receipts (as defined below) from the operation of the Franchised Restaurant. Franchisee shall pay the royalty fee monthly by the twentieth (20th) day of each month for the preceding month's Gross Receipts. A true and correct report of the Gross Receipts of the Franchised Restaurant for the preceding month shall accompany each payment. The Franchisee hereby acknowledges that the payment of this royalty fee is consideration for the right to use the Proprietary Marks of the Company pursuant to Section 1 of this Agreement.

6.02 Advertising Contributions.

(a) Franchisee shall pay to the Company or its designee for advertising and marketing programs as described in Sections 7.01(a) and 7.01(b), a sum equal to five percent (5%) of Franchisee's Gross Receipts from the operation of the Franchised Restaurant. Payment shall be made on or before the twentieth (20th) day of each month for the preceding month's Gross Receipts. A true and correct report of the Gross Receipts of the Franchised Restaurant for the preceding month shall accompany each payment.

(b) Franchisee shall pay to the Company or its designee, upon execution of this Agreement, an additional sum of Twenty Thousand Dollars ($20,000) or such other lesser amount as may be determined by the Company based on the specific location of the Franchised Restaurant, for pre-opening and opening advertising, planning and development services for the Franchised Restaurant. Franchisee must give written notice to the Company of the opening of the Franchised Restaurant not less than thirty (30) days in advance of the Opening Date to allow the Company to arrange for pre-opening and opening advertising and planning. This fee is fully earned by the Company upon execution of this Agreement and is non-refundable.

(c) Franchisee shall pay to the Company or its designee, at least thirty (30) days in advance of re-opening after any remodel, an additional sum of Five Thousand Dollars ($5,000) or such other lesser amount as may be determined by the Company based on the specific location of the Franchised

Restaurant, for promotional advertising related to re-opening after any remodel of the Franchised Restaurant. This fee is fully earned by the Company when paid and is non-refundable.

(d) All advertising contributions Franchisee makes during any abatement period of advertising contributions will be used by Franchisor consistent with this Agreement. To the extent that Franchisee receives any abatement of any advertising contributions at any time during the Term, under no circumstances will Franchisee or the Franchised Restaurant obtain the benefit of any advertising or promotion in excess of the amount actually paid in advertising contributions by such Franchisee with respect to the Franchised Restaurant. Any amounts spent by Franchisee on advertising the Franchised Restaurant in excess of the advertising contributions paid by Franchisee to Franchisor concerning the Franchised Restaurant during the period of any abatement of advertising contributions shall be the sole expense Franchisee, and Franchisee shall be entitled to neither a credit of such amounts against advertising contributions owed by Franchisee for the Franchised Restaurant or other restaurants owned by Franchisee nor any form of refund from Franchisor of such amounts spent by Franchisee under any circumstances.

6.03 Digital Technology Fee.

Franchisee shall pay to the Company or its designee for digital technology and software development and services a fee equal to three and one-half percent (3.5%) of the Gross Receipts of all digital transactions (including transactions made online, through third-party delivery services, in the LJS App, on the LJS website, or through a kiosk). The Company reserves the right to change or amend this fee consistent with the Technology Services and Support Agreement executed by Franchisee.

6.04 Definition of Gross Receipts.

"Gross Receipts" for computation of the fees payable pursuant to Sections 6.01 and 6.02 shall mean gross receipts from sales of food, food products, beverages and any other items or services sold in or from the Franchised Restaurant Premises or derived from the business operated on the Premises, excluding only sales, use, excise and similar taxes separately billed and collected by Franchisee for, and remitted to, governmental authorities and agencies, and certain discounts as may be approved by the Company at the Company's discretion.

6.05 Charge on Late Payments.

In addition to any other rights the Company may have, the Company will impose a charge on late payments of the lesser of (i) the maximum rate permitted by Kentucky law, or (ii) one and one-half percent (1.5%) per month, from the date due until paid. The Company's failure to impose a late fee in prior months or years shall not constitute a waiver of Company's right to impose such fees.

6.06 Gross Receipts Tax.

Franchisee shall pay the Company an amount equal to any sales, value added, gross receipts or similar tax required to be paid or collected by the Company and calculated solely on required payments from Franchisee to the Company hereunder.

6.07 Electronic Payment Arrangement.

The Company shall have the right, at its sole discretion, to require Franchisee to establish an electronic payment arrangement including, but not limited to, a direct debit conversion of check payments into electronic payments through the Automated Clearing House (ACH) for payment of royalties, advertising and/or other fees as described in this Section 6.07. Depending on the type of payment arrangement, Franchisee may need to work with a bank or other third party vendor to initiate such payment services. Franchisee agrees to work and fully cooperate with Company, banking institutions and/or third party vendor(s) to establish such payment arrangements. If and when the Company exercises its rights established in this Section 6.07, Franchisee shall establish an electronic funds transfer or ACH debit arrangement with Franchisee's bank(s) for all payments to be made to the Company or any of its affiliates. Such electronic payment arrangement shall be entered into between Franchisee and its bank(s) and shall provide for the electronic transfer or pre-arranged draft or sweep of funds from Franchisee's bank(s) to the Company's bank accounts. If required by the Company, Franchisee shall permit direct debit payments from Franchisee's bank(s) on receipt of instructions from the Company, whether transmitted by electronic mail, webmail or other agreed upon form of communication. Such instructions may be for multiple future transfers. Franchisee shall maintain sufficient funds in its account at all times to ensure that all amounts due to the Company and its affiliates are promptly and fully paid.

6.08 No Set-Off.

The Royalty, Digital Transaction and Advertising fees must be paid in full free of any deductions or set-off whatsoever (except withholding tax if required to be withheld from the relevant payment by applicable law).

SECTION 7: ADVERTISING

7.01 Origination and Approval of Advertising.

(a) Recognizing the value of advertising, and the importance of the standardization of advertising to the furtherance of the goodwill and public image of the System, Franchisee agrees that the Company or its designee shall conduct, determine, maintain and administer all national, regional, local and other advertising and marketing as may be instituted from time to time, and shall direct all such advertising and marketing with sole discretion over the concepts, materials, media, nature, type, scope, frequency, place, form, copy, layout and context used therein. The Company agrees to periodically consult with and advise the Franchise Association Board (hereafter defined) in planning the Company's advertising and marketing programs and budget but retains sole discretion in planning and conducting such advertising and marketing programs. Company shall have the right to require Franchisee, upon notice from the Company, to submit all marketing, advertising or promotional programs, materials or activities to Company for approval prior to use. The Company reserves the right to require Franchisee to form and/or participate in a local advertising cooperative to conduct additional local advertising, and may but is not required to allocate

Advertising Fees to such cooperatives. Such cooperatives may vote to increase the amount Franchisee is required to spend on advertising above the advertising fee charged herein.

(b) The Company may spend in any fiscal year an amount greater or less than the aggregate contributions of all LJS Restaurants in advertising expenditures in that year. At the Company's discretion, additional advertising funds may be advanced by the Company or obtained from other lenders to cover deficits or to establish surpluses to be invested for future use. Franchisee agrees that its advertising contributions may be used to meet any and all costs incident to Company's national, regional and local advertising and marketing programs, including without limitation: (i) consumer public relations, marketing research, consumer insights, development of advertising materials, media placement, activations and special events, digital activities, merchandising, brand awareness activities, marketing and advertising partnerships, innovation, all forms of sales and delivery promotions, and other activities incidental to the Company's advertising and marketing programs; (ii) taxes upon income generated by advertising contributions; and (iii) such reasonable administrative costs and overhead, if any, as may be incurred by the Company or its affiliates in conducting market research, preparing advertising and marketing materials, or in other activities reasonably related to the administration or direction of LJS advertising funds. The Company agrees that all advertising contributions and any income generated as a result of such contributions (including commissions, rebates or discounts for media or advertising purchases) shall be used to promote the sales of LJS Restaurants, including the cost of developing and producing such advertising, and not to generate net income or profit for the Company or its affiliates nor to defray unallocated general operating expenses that are not reasonably related to the administration of the Company's advertising and marketing programs. Franchisee understands and acknowledges that advertising expenditures are intended to maximize general public recognition and acceptance of all LJS Restaurants, and the Company makes no representation or warranty that any particular LJS Restaurant, including the Franchised Restaurant, will benefit directly or pro-rata from such advertising or that Franchisee or Franchised Restaurant will have any role or involvement in the planning, placement or development of any advertising or marketing. The Company does not act as a trustee or in any other fiduciary capacity with respect to the advertising monies.

(c) To promote and increase the demand for the products and services of the Franchised Restaurant, Franchisee may conduct, at its separate expense and discretion, advertising in addition to that received for the expenditures described in Section 6.02. All such additional advertising must either be prepared or previously approved in writing by the Company.

(d) Franchisee shall, at its separate expense: (i) at all times maintain a digital listing of the Franchised Restaurant on all primary online restaurant search platforms (including Google, Yelp, Facebook) that contains accurate information concerning the Franchised Restaurant's phone number, operating hours, and location, and such listing shall be the kind and size as may be specified by the Company for all LJS Restaurants from time to time in the Operations Manual or otherwise in writing; (ii) work diligently to address each negative review left on any such platform to the satisfaction of the customer

and respond to such reviews, either individually or through a third-party service to ensure that the guest has a satisfactory experience, and (iii) obtain and maintain an adequate supply of promotional materials of the kind and size, and at such locations in and around the Franchised Restaurant and online as the Company may reasonably require of all LJS Restaurants from time to time in the Operations Manual or otherwise in writing.

(e) Upon written request from Franchisee, the Company or its designee(s) will provide Franchisee with special or additional approved local advertising and marketing plans and materials, including, without limitation, newspaper photostats, radio commercial duplicates, merchandising materials, digital content, sales aids, special promotions and similar advertising and marketing materials. Such special or additional materials and services shall be provided at Franchisee's cost, including reasonable overhead, which shall be in addition to the fee specified in Section 6.02.

7.02 Advertising Agency and Use of Advertising Contributions.

(a) The Company shall have the right to delegate and redelegate its responsibilities and duties hereunder to any designee(s) of its choosing, or any successor or other agency; however, the right of final approval of all advertising programs shall be retained at all times by the Company. Any usual agency commissions and discounts granted for media purchases shall be netted against the invoices for such purchases. The Company further agrees that, subject to unforeseeable matters beyond the Company's reasonable control, the annual amounts spent by the Company for total agency expenses and production costs (excluding media commissions), including allocated administrative costs and overhead, shall not exceed twenty five percent (25%) of the sum of the annual total franchisee advertising contributions.

(b) The Company agrees to provide to the Franchise Association Board (hereinafter defined) quarterly financial statements with respect to the Company's advertising programs and expenditures. The Company further agrees that the Franchise Association Board may cause the Company's books and records of accounts for its advertising programs to be audited from time to time, provided that any such audits: (i) must be preceded by reasonable prior written notice to the Company; (ii) must be performed no more frequently than annually; (iii) must be performed at the Company's corporate headquarters and not unreasonably interfere with the Company's conduct of its business; (iv) must be performed by a recognized national accounting firm reasonably acceptable to the Company; (v) must be provided or made available to the Company by the Franchise Association upon request; and (vi) must be performed in accordance with generally accepted accounting procedures. One half of the cost of such audit shall be paid by the Franchisee Association and one half of such cost shall be paid from advertising contributions, provided that the portion of the costs paid from advertising contributions shall not exceed Ten Thousand Dollars ($10,000).

SECTION 8: BOOKS, RECORDS, CONTROL PROCEDURES

8.01 Franchisee's Records.

Franchisee shall maintain and preserve during the term of this Agreement full, complete and accurate books, records and accounts in accordance with generally accepted accounting principle and in the form and manner prescribed by the Company from time to time in the Operations Manual or otherwise in writing. Following the termination of this Agreement, Franchisee shall preserve such books, records and accounts for at least (5) years or such other period as may be agreed upon between Franchisee and the Company in a form and manner such that they are reasonably accessible to the Company.

8.02 Bookkeeping System.

(a) The Company shall furnish to Franchisee cost-control procedures to which Franchisee shall adhere, as well as a sample format of a chart of accounts, statement of earnings and balance sheet, which Franchisee shall use in reporting to the Company.

(b) Franchisee herein acknowledges that the Company requires Franchisee to use computer-based cash registers and software that are fully compatible with the Company's computer system and which include an information interface capability which allows Franchisee to communicate electronically with the Company's computer system, as outlined more fully herein and in the LJS Technology and Support Services Agreement, and agrees to install such systems at the Franchised Restaurant.

8.03 Reports.

Franchisee acknowledges and agrees that it is necessary for the Company to collect financial, operational and statistical information concerning the Franchised Restaurant and Franchisee's operations of the Franchised Restaurant in support of the Company's operation of the System. Franchisee further acknowledges its responsibility and obligation to submit any such information requested by the Company within such timeframes as may be reasonably established by the Company. Franchisee acknowledges and agrees that the Company will have full and complete access to information and data entered and produced by the computer system (including the point-of-sale system and back of house system utilized by Franchisee) and that Franchisee shall fully comply with the Access and Polling Agreement executed herewith. At the Company's request and as specified from time to time in the Operations Manual or otherwise in writing, Franchisee and its equity owners shall submit to the Company, for review or auditing, such forms, reports, records, information and data as the Company may reasonably designate, in the form and at the times and places reasonably required by the Company, including (but not limited to): (i) monthly, quarterly and annual financial reporting, including profit and loss statements and balance sheet information, which shall be signed by the Franchisee's Managing Owner, Principal Operating Owner, or Franchisee's Chief Financial Officer or other person designated by the Company certifying that the information provided is true and correct, and shall include any audited financial records and statements to the extent that Franchisee has had such financial records and reports audited; (ii) Franchisee's filed tax returns; (iii) upon

request from the Company, or at the completion date of any remodel, new build, or substantial and material renovation as required herein, detailed, itemized documentation showing the actual cost of building or remodeling the Franchised Restaurant; and (iv) within one hundred and twenty (120) days after the close of each fiscal year, submit a full disclosure of all persons with any interest in the Franchised Restaurant and a complete annual financial statement for the Franchised Restaurant certified as true and correct by the Managing Owner, Principal Operating Owner, Franchisee's Chief Financial Officer or other person designated by the Company, and if requested by Company, such annual financial statements shall be certified by a certified public accountant.

8.04 Marketing Information.

At the Company's request, Franchisee shall promptly furnish any and all requested marketing information in Franchisee's records.

8.05 Inspection of Franchisee's Records.

The Company shall have the right to audit Franchisee's records, accounts and books at reasonable times and places (including, without limitation, at Franchisee's principal place of business). Franchisee shall immediately pay to the Company the amount of any overdue, unreported or understated payment disclosed by such audit, with late payment charges thereon as provided in paragraph 6.05 herein. If any audit reveals an understatement of Gross Receipts by Franchisee in excess of three percent (3%), Franchisee shall also pay the Company's fees, charges and expenses (including, without limitation, meals, lodging and travel expenses and reasonable accounting and legal fees) incurred in connection with such audit.

SECTION 9: INSURANCE AND INDEMNITY

9.01 Indemnity.

Franchisee agrees to indemnify and hold harmless the Company, its affiliates and their respective officers and employees from liability for any and all debts, obligations, damages, claims, liability, demands, actions, suits, proceedings, judgments or costs of any kind or nature, including attorneys' fees arising directly or indirectly from, as a result of, or otherwise in connection with, this Agreement, Franchisee's negligence or intentional misconduct relating to this Agreement or any of the obligations and requirements set forth herein, or Franchisee's operation of the Franchised Restaurant ("Indemnified Matter"). The Company shall have the right to defend and settle any Indemnified Matter in such manner as the Company deems appropriate, in its sole discretion, and without Franchisee's consent. Franchisee agrees to reimburse the Company for all costs reasonably incurred in defending such Indemnified Matter, including, without limitation, reasonable attorneys' fees. Franchisee's obligations under this Section shall continue in full force and effect subsequent to the expiration or termination of this Agreement.

9.02 Franchisee's Insurance.

(a) Prior to opening the Franchised Restaurant, Franchisee, at its expense, shall obtain, and thereafter maintain during the entire term of this Agreement and any renewal(s) thereof, the following insurance in full force and effect:

(1) comprehensive general liability insurance (through a single policy or by a primary policy with one or more excess or umbrella policies) including personal injury, bodily injury, liquor liability (where applicable) and products liability insurance, with minimum policy limits of One Million Dollars ($1,000,000) per occurrence, Two Million Dollars ($2,000,000) in the aggregate, an umbrella policy of Five Million Dollars ($5,000,000), property damage insurance with policy limits in the minimum amount of One Million Dollars ($1,000,000) per occurrence, and cybersecurity insurance with policy limits in the minimum amount of One Million Dollars ($1,000,000) per occurrence insuring Franchisee, with the Company, as well as the Company's affiliates, officers, directors, and employees, as additional insureds on a primary & noncontributory basis, against any liability that may accrue or have accrued against them, and any claim that is brought against them, by reason of the operation by Franchisee of its business, or by reason of any incident which may occur or has occurred upon, in, about or in connection with the Franchised Restaurant Premises;

(2) worker's compensation, social security, unemployment compensation, disability insurance and such other insurance coverage as may now or hereafter be required by law; and

(3) fire, business interruption, casualty and extended coverage insurance with limits of not less than the full replacement cost of the Franchised Restaurant and its Equipment and other improvements.

(b) Franchisee acknowledges that the minimum coverage and policy limits required by this Section 9.02 may be reasonably increased from time to time by the Company for its own and Franchisee's protection and Franchisee agrees to comply with such new requirements promptly upon receipt of written notice from the Company; however, in no event shall any such increase require minimum policy limits greater than Five Million Dollars ($5,000,000). Every insurance policy required by this Section 9.02 shall be written by one or more insurance companies possessing an A.M. Best rating of at least A- and VIII financial size, or such other rating as the Company may specify in the Operations Manual or otherwise in writing.

(c) Franchisee's obligation to obtain and maintain the foregoing insurance in the amounts specified shall not be diminished in any way by reason of any insurance which may be maintained by the Company, nor shall such obligation relieve Franchisee of liability under the indemnity provisions set forth in Section 9.01.

9.03 Evidence of Insurance; Long John Silver's, LLC as Additional Insured.

All policies of insurance, including general liability insurance, shall name Long John Silver's LLC and its respective affiliates, successors and assigns, and their respective partners, officers, directors,

shareholders, agents, representatives, and employees as additional insureds or loss payees, as may be applicable, on the policies. You must furnish us with copies of all policies or certificates evidencing insurance in force as required. Evidence of payment of premiums shall be delivered to us at least 30 days prior to the expiration dates of each existing insurance policy.

9.04 Notice.

All insurance policies shall provide for notice to the Company of any cancellation, termination, modification or nonrenewal thereunder at least thirty (30) days prior to such occurrence and shall permit, but not require, the Company to cure any default in payment of premiums within ten (10) days after written notice. If the Company cures the default, Franchisee shall immediately pay the Company the cost of curing the default together with a reasonable administrative fee to defray the Company's expenses in connection therewith.

9.05 Waiver of Subrogation.

Franchisee and its successors and assigns hereby waive, prior to loss, all of their rights of recovery from the Company, its affiliates, successors and assigns, and their right to sue for loss or damage to the Franchised Restaurant and the Franchised Restaurant Premises, the adjacent premises and improvements or other property of Franchisee; provided such loss or damage is within the coverage of the insurance provided for herein. All property insurance policies carried by Franchisee on the Franchised Restaurant or adjoining property shall, if reasonably possible, contain an express waiver of subrogation.

SECTION 10:
INTELLECTUAL PROPERTY, DATA AND CONFIDENTIALITY

10.01 Ownership of Company Proprietary Marks, Trade Secrets.

All right, title and interest in and to all Proprietary Marks, the System, trade secrets, trade dress (including unique color schemes, patterns, designs, décor, furnishings, and layouts), systems, instruction manuals, intellectual property, and the goodwill associated therewith (collectively, the "Intellectual Property") are the sole property of the Company or its affiliates. Franchisee acknowledges that the Intellectual Property, including the Proprietary Marks, are valid and serve to identify the System and those who are authorized to operate under the System. Franchisee further acknowledges that Franchisee, by reason of this Franchise agreement or otherwise, has not acquired any right, title, interest or claim of ownership in the Intellectual Property, and no such right, title or interest is or shall be transferred by virtue of this Agreement, other than the limited, express, non-exclusive rights granted pursuant to this Franchise Agreement. Franchisee shall not represent in any manner that it has any such ownership, right, title or interest in the Intellectual Property. Franchisee acknowledges that on expiration or termination of this Agreement any and all rights of Franchisee in and to any of the Intellectual Property granted to Franchisee hereunder shall terminate automatically. Any and all goodwill arising from Franchisee's use of the Intellectual Property in its Restaurant operation under the System shall inure solely and exclusively to the

Company's benefit, and upon expiration or termination of this Agreement and the limited license granted herein, no monetary sum shall be designated by Franchisee as attributable to any goodwill associated with Franchisee's use of the Intellectual Property. Franchisee agrees herein not to directly or indirectly contest the validity or Company's ownership of the Intellectual Property.

Nothing contained in this Franchise Agreement shall be construed to prevent the Company from (i) using the Intellectual Property itself in connection with selling products and services, (ii) purchasing, merging, acquiring or becoming associated with any business of any kind under other systems and/or trademarks, and/or to develop or establish other systems using the same or similar Intellectual Property, and to grant licenses or franchises thereto without providing any rights therein to Franchise; (iii) licensing any other person or entity to use the Intellectual Property consistent with this Agreement; or (iv) selling the same or similar products that are authorized for sale at the Franchised Restaurant under the Intellectual Property (including the Proprietary Marks) or under other trademarks or trade dress and through any other channel of distribution, whether such channel of distribution is now in existence or is hereafter developed and whether at retail or wholesale, including, without limitation, sales through catalogs, e-commerce, mail order, carts or kiosks, mass merchandise, supermarkets, grocery stores, restaurants, institutional customers, ghost kitchens, club stores and any other outlet or method of distribution, pursuant to any terms and conditions as Company may deem appropriate.

Franchisee shall execute and deliver any agreement or instruments, as may be required by the Company in connection with Franchisee's use of the Intellectual Property, and Franchisee shall comply with all procedures and cooperate in all filings that may be necessary or desirable to preserve and protect the interest of the Company in the Intellectual Property.

10.02 Limitations on Use of Intellectual Property.

(a) Franchisee acknowledges that the use of the Intellectual Property (including the Proprietary Marks and the System) outside the scope of this Agreement without the Company's prior written consent, is an infringement of the Company's exclusive right, title and interest in and to the Intellectual Property. Franchisee shall not, while this Agreement remains in effect and thereafter, directly or indirectly, commit any act of infringement or contest or aid in contesting the validity or the Company's ownership of the Intellectual Property, or take any other action in derogation thereof.

(b) Franchisee shall not incorporate any of the Proprietary Marks, including without limitation "Long John Silver's Seafood Shops" or "Long John Silver's," or words similar thereto in any trade, corporate or firm name of Franchisee or any of its affiliates.

(c) Franchisee shall not display or use any of the Proprietary Marks or other components of the System except as specifically authorized hereunder, nor do or omit to do anything to endanger the Company's proprietary right to use the Proprietary Marks or the System.

(d) Franchisee shall not use the Intellectual Property to incur any obligation or indebtedness on behalf of the Company.

(e) Franchisee shall not use Proprietary Marks in any Internet domain name or e-mail address, in the operation of any Internet web site, on a social networking site, in social media or other future technological avenue (collectively, "Social Media") without our prior written consent. We may grant or withhold our consent in our sole discretion and may condition our consent on such requirements as we deem appropriate, including, among other things, that you obtain our written approval of: (i) any and all Internet domain names and home page addresses related to the Franchised Restaurant; (ii) the proposed form and content of any web site related to the Franchised Restaurant; (iii) your use of any hyperlinks or other links; (iv) your use of any materials (including text, video clips, photographs, images and sound bites) in which any third party has an ownership interest; and (v) any proposed modification of your web site. We may designate the form and content of your web site and/or require that any such web site be hosted by us or a third party whom we designate, using one or more web sites that we own and/or control. We may charge you a fee for developing, reviewing and approving your web site and/or for hosting the web site. We have established a Social Media and Privacy policy and you must comply with such policies, as modified from time to time, and any additional policies that we issue. Any copyright in your sites or pages on any Social Media are owned by us, and you must sign any documents that we reasonably deem necessary to affirm our ownership of the copyright.

10.03 Use of Intellectual Property (including the Proprietary Marks).

Franchisee understands and acknowledges that each and every detail of the System and the Franchisee's use of the Intellectual Property is important to Franchisee, the Company and other franchisees to develop and maintain high and uniform standards of quality and service, and to protect the reputation and goodwill of LJS Restaurants. Therefore, Franchisee shall:

(a) operate and advertise under the System name as specified herein in full compliance with this Agreement and in manner more fully prescribed in the Operations Manual as amended and modified by the Company, without prefix or suffix;

(b) adopt and use the Intellectual Property solely in the manner prescribed by the Company and shall use them only in the manner authorized and permitted by the Company and only during the term of this Agreement when such use is expressly authorized;

(c) observe such requirements with respect to trademark registration and copyright notices as the Company may from time to time direct in the Operations Manual or otherwise in writing;

(d) use, promote and offer for sale only those menu items, products and services which are part of the System and meet the standards or specifications as prescribed by the Company from time to time in the Operations Manual or otherwise in writing.

10.04 Defense of Proprietary Marks.

Franchisee shall promptly notify the Company of any claim, demand, or cause of action based upon or arising from any attempt by any other person, firm or corporation to use the Proprietary Marks or any colorable imitation thereof. Franchisee also agrees to notify the Company promptly of any litigation

instituted by any person, firm, corporation or governmental agency against the Company or Franchisee relating to the Proprietary Marks, and the Company shall have the sole right and duty to defend any such action. The Company shall have the exclusive right to contest or bring action against any third party regarding the third party's use of any of the Proprietary Marks and shall exercise such right in its sole discretion. In any defense or prosecution of any litigation relating to the Proprietary Marks or components of the System undertaken by the Company, Franchisee shall cooperate with the Company and execute any and all documents and take all actions as may be desirable or necessary in the opinion of the Company's counsel, to carry out such defense or prosecution. The Company makes no representation or warranty, express or implied, as to the use, exclusive ownership, validity or enforceability of the Proprietary Marks.

10.05 Nondisclosure of Trade Secrets and Confidential Information.

(a) The Company has disclosed and will continue to disclose to Franchisee certain confidential information, knowledge, and know-how relating to the development, marketing and operation of LJS Restaurants, including without limitation: (i) ingredients, specifications, recipes, and methods of preparation and presentation of certain food and beverage products; (ii) site selection criteria for LJS Restaurants and plans and specifications for the development of LJS Restaurants; (iii) sales, marketing and advertising programs and techniques for LJS Restaurants; (iv) knowledge of specifications for, and suppliers of, certain food products, materials, supplies and equipment; (v) knowledge of operating results and financial performance of LJS Restaurants, other than the Franchised Restaurant; (vi) Customer Data; and (vii) methods of labor control, inventory control, storage, product handling and management of LJS Restaurants (collectively "Confidential Information"). Without the Company's prior express written approval, Franchisee shall not, during the term of the Agreement, any renewal hereof and thereafter (regardless of cause of termination) communicate, divulge, or use for the benefit of any person, persons, partnership, association, corporation, or limited liability company, any Confidential Information nor use any Confidential Information for the benefit of any other person or entity. Franchisee shall take all precautions necessary to ensure that the Company's Confidential Information is not improperly disclosed to any person or entity, including any technological cyber-security specifications or other requirements as deemed necessary by the Company in its discretion. Notwithstanding the foregoing, Franchisee may disclose Confidential Information without the Company's prior written consent (i) during the term hereof to Franchisee's employees only to the extent necessary for operation of the Franchised Restaurant; and (ii) to the extent such Confidential Information has become public other than through any action or disclosure of Franchisee or any illegal act by any third party.

10.06 Company Ownership of Inventions related to Company or Franchisee's Operation of Restaurant.

If Franchisee develops any new concepts, processes, food or other innovations, or improvements relating to the Company or the System, whether or not pursuant to a Company authorized test, Franchisee promptly shall notify Company and provide Company with all information regarding the new concept, process or improvement, all of which shall become the property of Company and its affiliates and which

may be incorporated into the System without any payment to Franchisee. Franchisee, at its expense, promptly shall take all actions deemed necessary or desirable by Company to vest in Company all ownership of such concepts, processes or improvements. Franchisee shall not implement any new concept, process or improvement in the Franchised Restaurant without Company's prior written approval. Testing of any new concept, process or improvement must be conducted under specified "test parameters" that may govern among other things the duration of the test and validation of results as set forth by Company. Any testing of a new product, process or improvement must be deemed safe by Company prior to implementation.

10.07 Company Ownership of Customer Data and Confidential Information.

Franchisee acknowledges and understands that Company is the sole owner of Customer Data and Confidential Information, even if Customer Data is collected directly by Franchisee. Franchisee agrees that it shall not, either during or after the Term, use Customer Data and/or Confidential Information (including in marketing programs) in a manner which violates this Agreement, Data Protection Laws, contractual restrictions or obligations, or any privacy, spamming, marketing, or security policies of Company, as in effect from time to time. Franchisee further agrees to defend and indemnify Company against all claims related to Franchisee's processing of Customer Data. Franchisee agrees not to process Customer Data in a way that would cause Company to be in violation of Data Protection Laws. Franchisee agrees to assist Company in any way reasonably necessary to cooperate with and meet its obligations to regulatory authorities.

Upon termination or the expiration of the Agreement for any reason, Franchisee will promptly (i) return to Company all copies of Customer Information in its possession, or (ii) delete and procure the deletion of all other copies of Customer Information processed by Franchisee. Franchisee will comply with all reasonable direction by Company with respect to the return or deletion of Customer Data.

10.08 Obligation for Expenses (Including Attorneys' Fees) For Breach.

Franchisee acknowledges that the Company will suffer irreparable harm and that monetary damages will be inadequate to compensate the Company for any breach by Franchisee of the terms of Section 10.05(a); therefore, Franchisee agrees that for such breach the Company shall be entitled to injunctive relief in addition to all other remedies it may have. Franchisee further agrees to pay all expenses (including reasonable attorneys' fees) incurred by the Company in obtaining specific performance of, or an injunction against violation of the requirements in this Section.

10.09 Survival.

The covenants set forth in this Section 10 shall survive the termination or expiration of this Agreement.

SECTION 11: TERMINATION

11.01 Termination.

(a) Franchisee shall be deemed to be in default, and all rights granted under this Agreement shall automatically terminate without notice to Franchisee or other action by the Company upon the occurrence of any of the following events:

(1) if Franchisee, in the Company's reasonable determination, becomes insolvent or makes a general assignment for the benefit of creditors.

(2) if Franchisee is adjudicated a bankrupt or insolvent, upon the filing by Franchisee of any proceedings under the Bankruptcy Act or any Chapter thereof or Amendment thereto, or upon the filing of an involuntary petition against Franchisee under any such laws that is not dismissed within thirty (30) calendar days after filing.

(3) if any proceeding for the appointment of a receiver of Franchisee or other custodian for Franchisee's business or assets is filed and consented to by Franchisee, or if a receiver or other custodian (permanent or temporary) of Franchisee's assets or property, or any part thereof, is appointed by a court of competent jurisdiction.

(4) if a final judgment against Franchisee or affecting Franchisee's business remains unsatisfied or of record for thirty (30) days or longer (unless supersedeas bond is filed).

(5) if execution is levied against Franchisee's business or property, or suit to foreclose any lien against the assets of the Franchised Restaurant is instituted against Franchisee and not dismissed within thirty (30) days, or if the assets of the Franchised Restaurant are sold after levy thereupon by any sheriff, marshal or constable.

(b) Franchisee shall be deemed to be in default, and the Company may, at its option, terminate this Agreement and all rights granted hereunder at any time by notice to Franchisee without any opportunity to cure the default, upon the occurrence of any of the following events:

(1) if Franchisee fails for any reason to have opened the Franchised Restaurant for business within eighteen (18) months from the date hereof, ceases to operate or otherwise abandons or forfeits the legal right to transact business at the Franchised Restaurant, or at any time after opening, does not cause the Franchised Restaurant to be continuously operated seven (7) days per week during the Company-prescribed business hours, or loses the right to occupy the Franchised Restaurant Premises;

(2) if Franchisee is convicted of a felony, a crime involving moral turpitude, or any other crime or offense that is reasonably likely, in the Company's sole judgment, to affect adversely the System, the Proprietary Marks, the goodwill associated therewith or the Company's rights therein;

(3) if Franchisee purports to transfer any rights or obligations arising under this Agreement to any third party without the Company's prior written consent or contrary to the terms of Section 13 of this Agreement;

(4) if Franchisee misuses or makes any unauthorized use of the Intellectual Property or any other identifying characteristic of the System, or otherwise materially impairs the goodwill associated therewith, or the Company's rights therein;

(5) if Franchisee discloses to a third party any Confidential Information or other information learned from the Company or relating to the System or if Franchisee uses or permits to be used any such information or secret, unique or confidential food product or other element of the System in a restaurant or business other than the Franchised Restaurant or if Franchisee breaches any duty of confidentiality imposed on Franchisee in this Agreement or otherwise by law;

(6) if three (3) or more written (including email) notices of default pursuant to Section 11.01(c) have been sent to Franchisee for the same, similar or different defaults within a twelve (12)-month period (regardless of whether such defaults were cured by Franchisee), in which event this Agreement may be immediately terminated in lieu of the Company's sending the fourth (4th) or any subsequent Notice of Default;

(7) if Franchisee made or makes any material misrepresentation to the Company in any information or report provided prior to or during the term of this Agreement;

(8) if, Franchisee fails to repair or restore the Franchised Restaurant Premises to its former condition within six (6) months of its being damaged or rendered totally or partially untenantable by fire or other casualty, as required by Section 3.01(e), or fails to comply with any of the remodel or refurbishment obligations as outlined herein; or

(9) if Franchisee fails three (3) food safety or restaurant standard inspections and/or inspections related to the public health and safety of the Franchised Restaurant in a twelve (12) month period.(c) Franchisee shall be deemed to be in default and the Company may, at its option, terminate this Agreement and all rights granted under this Agreement without further notice upon the occurrence of any of the following events and Franchisee's failure to cure such default within the time period set forth below:

(1) if Franchisee fails, refuses or neglects to adhere to the standards and specifications of the System as set forth in the Operations Manual or otherwise adopted by the Company from time to time and provided via written notice to the Franchisee, including without limitation Franchisee's failure to adhere to Sections 4.01(a), 4.01(b), 4.01(c), 4.03(a) or 4.03 (b) of this Agreement;

(2) if Franchisee or any of its affiliates fails, refuses or neglects to pay promptly when due any amounts owed to the Company or any of its affiliates;

(3) if Franchisee fails, refuses or neglects to submit to the Company any financial or other information required under this Agreement;

(4) if Franchisee fails, refuses or neglects to obtain the Company's prior written approval or consent as required under this Agreement;

(5) if Franchisee fails, refuses or neglects to observe the conditions governing the sale of beer or wine set out in Section 5.01(f);

(6) if Franchisee fails, refuses or neglects to observe any other of its obligations under this Agreement or to carry out the terms of this franchise in good faith.

(d) Franchisee shall have the opportunity and right to cure the events of default listed in Section 11.01(c) for a period of three (3) days with respect to Subsection (1), ten (10) days with respect to Subsection (2) and thirty (30) days with respect to Subsections (3) through (6) following the earlier of (i) Company's delivery of written notice of default, or (ii) Franchisee's actual knowledge of the Default. If the default is curable under this Agreement and the applicable law in the state where the Franchised Restaurant is located requires a longer cure period than that specified in this license agreement, than the longer period will apply.

(e) Any default by Franchisee (or any of its owners or guarantors to this Agreement), or Franchisee's affiliate (or any of Franchisee's affiliate's owners or guarantors) under any other agreement with Company or one of its affiliates shall also constitute a default hereunder. Should such default under such other agreement subject the relevant party to immediate termination without an opportunity to cure under the relevant agreement, then this Agreement may be immediately terminated by Company consistent with the default provisions of this agreement. If such default shall permit the Franchisee (or its owner) or Franchisee's affiliate (or Franchisee's owner's affiliate) to cure the default, then such default shall be curable consistent with the provisions of such agreement, and should such default not be cured, this agreement also may be terminated by the Company.

(f) In addition to all the remedies provided elsewhere in this Agreement or at law or by statute for Franchisee's default or breach of this Agreement, the Company also has the following remedies:

(1) The Company or its affiliates shall have the right, but not the obligation, at its election, and in addition to all other remedies, to cure at Franchisee's expense, any default by Franchisee under any lease or sublease for the Franchised Restaurant Premises or under any agreement pertaining to the lease or rental of, or payment of indebtedness on, any assets of the Franchised Restaurant Premises or the Franchised Restaurant including fixtures, equipment or other personal property used by Franchisee in the Franchised Restaurant. In such event, Franchisee shall pay the Company any such payments made pursuant hereto, together with interest thereon as provided herein.

(2) If the Company believes a condition of the Franchised Restaurant Premises or any product sold in the Franchised Restaurant poses a threat to the health or safety of any customers, employees or other persons, the Company has the right, but not the obligation, to take such action as it deems necessary to protect such individuals and the goodwill associated with the Intellectual Property and System. Such actions may include any or all of the following: The Company may require Franchisee to close and suspend operation of the Franchised Restaurant and correct such conditions. The Company may immediately remove or destroy any products that the Company believes are causing such threat; and if Franchisee fails to correct the threat on demand or within another time period set by the Company, then the Company or contractors retained by the Company may enter the Franchised Restaurant Premises without being guilty of, or liable for, trespass or tort, and correct the condition. Franchisee is solely

responsible for all losses and expenses incurred in complying with the provisions herein. Further, if Franchisee should discover a threat as described above, Franchisee agrees to notify the Company immediately.

11.02 Effect of Termination or Expiration.

(a) Franchisee, upon any termination of this Agreement (which, as used in this Agreement, shall include, without limitation, termination of this Agreement, cancellation, expiration of this Agreement without issuance of a new Franchise Agreement or the cessation of Restaurant operations by the Franchisee in violation of this Agreement), shall promptly pay to the Company, its affiliates and subsidiaries any and all sums owed to them. To the extent that Franchisee is in default of this Agreement , such sums shall, subject to Section 11.04 below, include all actual and consequential damages, costs and expenses, including reasonable attorneys' fees and expenses, incurred by the Company as a result of the default (whether such fees and expenses are incurred through use of the Company's own legal staff or otherwise), and late payment charges thereon until paid at the lower of (i) the highest rate permitted by Kentucky law, or (ii) one and one-half percent (1.5%) per month. Franchise acknowledges and agrees that the proximate cause of the actual and consequential damages sustained by Company is Franchisee's act of default and not Company's exercise of its right to terminate this Agreement. The foregoing obligation shall give rise to and remain a secured lien in favor of the Company against any and all of the assets of the Franchisee at the time of default including specifically, but not limited to, the Franchised Restaurant.

(b) Upon termination hereof for any reason, all of Franchisee's rights hereunder shall terminate. Franchisee shall immediately cease to use any Intellectual Property or other trade secrets disclosed to it hereunder or any paper or plastic goods, emblems, signs (other than pole signs and roof signs, which are governed by Section 11.02(c)), displays or other property on which the Company's name, any of the Intellectual Property or any confusing simulation thereof are imprinted. Franchisee shall not otherwise use or duplicate the System or any portion thereof or assist others to do so. Franchisee shall, on or before the effective date of termination or expiration: (i) remove from the Franchised Restaurant Premises all signs, emblems and displays identifying it as being associated with the Company or the System; (ii) cease to use and return to the Company all copies of the Operations Manual and all other manuals, instructions or materials delivered to it by the Company or otherwise hereunder; (iii) relinquish its Franchised Restaurant telephone number; (iv) terminate access to all online system resources; (v) take any action necessary to cancel any assumed name or equivalent registration which contains any Intellectual Property, and furnish the Company with evidence satisfactory of compliance with this obligation within thirty (30) days after Termination.

(c) Upon termination of this Agreement, unless otherwise directed in writing by the Company, Franchisee shall modify the exterior and interior design and decor of the Franchised Restaurant Premises and shall make or cause to be made such changes in signs, buildings and structures as the Company shall reasonably direct, so as to effectively distinguish the Franchised Restaurant from its former appearance and from any other LJS Restaurant. Franchisee shall commence the required modifications immediately

upon the termination or expiration of this Agreement and shall complete the modifications within thirty (30) days following the date of termination or expiration. If Franchisee fails or refuses to comply with this Section 11.02(c), in addition to any other rights which the Company may have, the Company shall have the right to enter upon the Franchised Restaurant Premises without being guilty of trespass or any other tort and make or cause to be made such changes at Franchisee's expense, which Franchisee shall pay on demand. Notwithstanding this language, if termination of this Agreement is based on default by Franchisee, Franchisee shall not remove any furniture, fixtures, signs, equipment or property or leasehold improvements from the Franchised Restaurant premises until expiration of the period within which the Company may exercise its right to purchase the Franchised Restaurant set forth herein below.

(d) The covenants set forth in Sections 11.02(a) through (d), inclusive, and all rights, claims and indebtedness that may accrue to the Company under this Agreement shall survive any termination or expiration of this Agreement and be enforceable by the Company.

(e) Upon termination or expiration of this Agreement, Franchisee shall cease to hold itself out in any way as a franchisee of the Company or do anything that would indicate any relationship between it and the Company. Franchisee agrees, in the event it continues to operate or subsequently begins to operate any other business, not to use any reproduction, counterfeit, copy, or colorable imitation of the Intellectual Property, either in connection with such other business or the promotion thereof, which is likely to cause confusion, mistake, or deception, or which is likely to dilute Company's rights in and to the Proprietary Marks, and further agrees not to utilize any Intellectual Property or designation of origin or description or representation which falsely suggests or represents an association or connection with Company constituting unfair competition.

11.03 Company's Operations and Purchase Rights and Obligations.

(a) In order to maintain continuous operation of the Franchised Restaurant and to promote the best interests of the System, in the event that this Agreement is terminated the Company shall have the right immediately upon termination to enter and take possession of and operate the Franchised Restaurant. Notwithstanding this language, nothing herein shall be intended to give Company control of Franchisee's employees. In the event that the Agreement is terminated and Franchisee contests the validity of the termination, the party that operates the Restaurant during the period commencing with the date that notice of termination was given and ending with the date upon which a final notice and non-appealable judgment resolving the issue is entered, shall operate the Franchised Restaurant for the benefit of the prevailing party in such contest, and shall account for, and pay over, any profits earned during said period to the other party, if such other party is the party that prevails.

(b) Upon termination of this Agreement, the Company shall have the option to purchase all of the assets and business comprising the Franchised Restaurant, including the land and building, the leasehold estate and improvements, and any items of LJS Restaurant Equipment, including without limitation equipment, furnishings, signs, sign faces, decor, food items and supplies of Franchisee ("Business Property"). Any such purchase shall be made at the fair market, going concern value of the Business

Property, including an appropriate allowance for goodwill, if any, taking into account any deferred maintenance or renovation obligations required to be performed by Franchisee as of the termination, and pursuant to a commercially reasonable asset purchase agreement which, for the avoidance of doubt, shall include post-termination and non-competition provisions similar in scope and duration to the covenants as set forth in this Franchise Agreement. If Franchisee and the Company cannot agree on the fair market value of the Business Property within a reasonable time, the Company and Franchisee each shall commission at their respective expense an appraisal of the value of the Business Property by a person or firm experienced in the appraisal of restaurant property. The two (2) appraised values shall be averaged and that average shall be the fair market value of the Business Property and binding upon the parties. Provided, however, if the two (2) appraisals differ by more than ten percent (10%), the two (2) appraisers shall appoint a third appraiser, whose appraisal shall be binding upon the parties as the fair market value of the Business Property. The cost of the third appraisal shall be borne equally by the Company and Franchisee. If the Company elects to exercise its option to purchase, it shall have the right to set off against the purchase price all amounts due from Franchisee under this Agreement. Franchisee shall cause any lease that affects the Franchised Restaurant Premises or any other item subject to this option to contain appropriate language permitting the Company to assume such lease without fees or additional charges.

(c) In the case of expiration, the Company shall exercise its option hereunder by giving Franchisee notice at least thirty (30) days prior to expiration. In the case of termination (or anticipated termination) for any other reason, the Company shall exercise its option by giving Franchisee notice at any point up and until ninety (90) days after such termination. Provided, however, that in either case (expiration or termination) the Company shall have the right to rescind the exercise of its option upon written notice given to Franchisee within ten (10) days following Company's receipt of the determination of the fair market value of the Business Property. In the event the Company shall exercise its option, the closing shall be held and the purchase price shall be paid within thirty (30) days of the date of such exercise. The Company's option hereunder is without prejudice to its right under any security agreement held by it or with respect to which it may have a guarantor's or surety's subrogation interest. Franchisee hereby agrees and consents to the extent that the Company exercises its option to cooperate with Company to execute all paperwork and documentation necessary to effectuate the sale transaction, including the purchase agreement, lease assignments, bills of sale, company authorizations and consents, and other similar documentation. If the Company has taken possession of the Restaurant pursuant to its rights set forth above, then it shall exercise its right to purchase the Restaurant or vacate the premises by the end of the periods set forth above.

(d) In the event that at any time during the term of this Agreement or at any time prior to the date that is one (1) year following the termination of this Agreement or the expiration of the term of this Agreement, Franchisee desires to accept any bona fide written offer from a third party to purchase all or substantially all of the assets comprising the Franchised Restaurant, Franchisee shall so notify the Company in writing, such notice to contain a copy of the offer and any other written information relating to

the offer given or received by the third party offeror. The Company shall have the option to purchase such assets on the same terms and conditions offered by the third party, except that the Company shall have at least fifteen (15) days to prepare for closing. If the third party offer is such that the Company may not reasonably be required to furnish the same consideration, terms or conditions, then the Company may purchase the assets to be sold for the reasonable equivalent in cash. If the Company elects to exercise its option, it shall have the right to set off against purchase price all amounts due from Franchisee under this Agreement. Franchisee shall cause any lease that affects the Franchised Restaurant Premises or any other item subject to this option to contain appropriate language permitting the Company to assume such lease without fees or additional charges. The Company shall notify the Franchisee of its intention to exercise its option within thirty (30) days after receipt of the Franchisee's notice and other required information. Any material change in the terms of the third party offer prior to transfer to the third party shall constitute a new offer, subject to the same option by the Company as in the case of an initial offer. The Company's failure to exercise the option afforded by this Section shall not constitute a waiver of any other provision of this Agreement, nor shall such failure constitute a waiver of its right to exercise its option with respect to any subsequent third party offer. To the extent that no third party has offered to acquire such assets comprising the Franchised Restaurant, then the Company may elect to acquire all of Franchisee's furniture, fixtures, signs, equipment, leasehold improvements and other property or any portion therefor for a sum equal to the fair market value of such property. If the parties cannot agree on a fair market value within a reasonable time, an independent appraiser shall be designated by Company, and the appraiser's determination shall be binding. Any property so purchased by Company shall be delivered to Company's representative at the Franchised Restaurant premises on a date specified in the purchase notice by Company not more than five (5) days after delivery of the purchase notice or at such other time as may be reasonable in the circumstances. If Company elects to exercise any right to purchase herein provided, it shall have the right to set off all amounts due from Franchisee, and the cost of the appraisal, if any, against any payment therefor.

11.04 Liquidated Damages.

Notwithstanding any provision in this Agreement (including Section 11.02(a)) to the contrary, in the event that the Company terminates this Agreement or brings an action against Franchisee by reason of Franchisee's breach of this Agreement, then, in compensation for any consequential damages that the Company may claim for lost royalty income, advertising fees or lost profits, the Franchisee shall pay to the advertising fees or lost profits arising from Franchisee's failure to operate or Franchisee's abandonment of the Franchised Restaurant, and not in lieu of the Company's actual damages for Franchisee's failure to pay royalties or advertising fees based on actual Gross Receipts, trademark infringement, deidentification costs or other similar actual damages. Liquidated Damages shall be an amount equal to the Franchised Restaurant's Gross Receipts for the twelve (12) month period immediately preceding the termination or breach multiplied by a factor equal to two (2) times the royalty rate set forth in Section 6 above. If, at the time of termination or breach, there are less than two (2) years remaining in the term of this Agreement, the

Liquidated Damages amount shall be reduced by the ratio that the amount of time remaining in the term bears to two (2) years. In the event that the Franchisee has not reported Gross Receipts for any portion of that twelve (12) month period, the Franchisee agrees that the Company may estimate such unreported Gross Receipts based upon such data as is reasonably available to it at the time. Franchisee and the Company acknowledge and agree that the precise amount of the Company's consequential damages for lost royalty income, advertising fees or lost profits as a result of the termination or breach of this Agreement would be difficult to ascertain and that the Liquidated Damages represent a reasonable estimate of such damages, based upon Franchisee's historical level of Gross Receipts and the approximate time it would take the Company to solicit and grant a franchise for a replacement LJS Restaurant in the vicinity.

SECTION 12: FRANCHISEE'S OTHER BUSINESS INTERESTS; COVENANTS NOT TO COMPETE

12.01 Notification of Other Business Activity.

Without limiting Franchisee's obligations under Section 12.02, Franchisee shall notify the Company of its intention to participate or engage directly or indirectly in any other restaurant, food service or hospitality business activity, at least thirty (30) days before (i) Franchisee becomes a party to any agreement or understanding relating to such activity, or (ii) such activity commences, whichever is earlier. Franchisee shall provide the Company with such information about the activity as the Company may reasonably request.

12.02 Competing Business.

Unless otherwise specified, the term "Owners" as used in this Section 12.02 and in this Agreement shall include, individually and collectively, all partners, officers, directors, members and holders, directly or indirectly (and any partners, officers or directors of any such holder), of any beneficial interest in any entity comprising Franchisee or in the franchise granted hereunder. Franchisee acknowledges that, pursuant to this Agreement, Franchisee will receive valuable training and confidential and trade secret information, including, without limitation, information regarding the promotional, operational, sales and marketing methods and techniques of the Company and the System. Franchisee further acknowledges its obligation under this Agreement to develop the franchised business and to promote the interests of the System. Accordingly, Franchisee agrees that:

(a) During the term of the Agreement, Franchisee and its Owners shall not, except as otherwise approved in writing by the Company, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person, persons, partnership, or corporation:

(1) own, maintain, engage in, or have any interest in any restaurant or food service business if (i) the gross receipts of seafood of that restaurant or business constitute or are likely to constitute twenty percent (20%) or more of all sales of the restaurant or business; or;

(2) divert or attempt to divert any business or customer of the Franchised Restaurant to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Company's Intellectual Property.

(b) Subject to Section 12.02(a), Franchisee and its Owners may, during the term of this Agreement, own all or a portion of a restaurant, food service or hospitality business, that does not violate subsection (a) above on the following conditions:

(1) Franchisee does not use or allow others to use any part of the Intellectual Property in such business;

(2) such business does not employ or seek to employ any person who is at that time employed by the Franchised Restaurant or by Company at a management or executive level, or otherwise induce such management or executive level employee to leave his or her employment;

(3) such business is not advertised on or from the Franchised Restaurant Premises and the business does not share or is not combined in any advertisement with the Franchised Restaurant; and

(4) No business shall be directed or diverted at any time for any reason by Franchisee from the Franchised Restaurant to any such restaurant, food service or hospitality business.

(c) For a period of one (1) year after the expiration or termination of this Agreement, regardless of the cause of termination, Franchisee and its Owners shall not, except as otherwise approved in writing by the Company, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person, persons, partnership or corporation, own, maintain, engage in, or have any interest in any restaurant or business engaged in food service, which competes with Long John Silver's, which is defined to be any restaurant where the gross receipts of seafood of the restaurant or business constitute or are likely to constitute twenty percent (20%) or more of all sales of the restaurant or business.

(d) The Company shall have the right, in its sole discretion and without Franchisee's consent, to reduce the scope of any covenant in Section 12.02. Any covenant as reduced shall be fully enforceable. The reduction shall be effective immediately upon receipt by Franchisee of written notice thereof, and Franchisee shall comply immediately with the covenant as so reduced.

(e) Franchisee expressly agrees that any claim it may have against the Company, whether or not arising from this Agreement, shall not constitute a defense to the Company's enforcement of the covenants in this Section 12.02.

(f) Franchisee acknowledges that its failure to comply with the requirements of this Section 12.02 will cause the Company irreparable injury, and Franchisee hereby accordingly agrees that in addition to all other legal or equitable rights and remedies which the Company may have under this Agreement or otherwise, the Company shall be entitled and Franchisee hereby consents to the entry of an order by any court of competent jurisdiction for specific performance of, or for an injunction against violation of, the requirements of this Section 12.02.

(g) Franchisee expressly acknowledges that its Owners possess skills and abilities of a general nature and have other opportunities for exploiting such skills, so that enforcement of the covenants in this Article will not deprive any of them of their goodwill or ability to earn a living. If Franchisee or any of its Owners fails or refuses to abide by any of the foregoing covenants, and the Company obtains enforcement in a judicial or arbitration proceeding, the applicable covenant shall be in effect and continue for a period of time expiring one (1) year after the date Franchisee or its Owners or such other person as may be affected commences compliance with the order enforcing the applicable covenant.

(h) Subsections (a) through (d) of this Section 12.02 shall not apply to ownership by Franchisee or any Owner of less than a ten percent (10%) beneficial interest in the outstanding equity securities of any corporation which is registered under the Securities Exchange Act of 1934, unless Franchisee shall also serve as a director or executive officer of or in a management capacity in such corporation.

(i) It is the intention of the parties that the covenants set forth in this Subsection 12.02 be enforceable to the fullest extent permitted by law. Accordingly, and without limiting the provisions of Subsection 12.02, if any court or other competent authority having jurisdiction over this subsection determines that any provision of Subsection 12.02 is unenforceable because of its duration or scope, each such provision will be deemed separate and severable so that the court or other competent authority will have the power to reduce its duration and/or scope such that, in its reduced form, the provision and all other provisions of this Subsection 12.02 will then be enforceable to the fullest extent permitted by law.

SECTION 13: ASSIGNMENT OR TRANSFER

13.01 Assignment by Company.

The Company may assign and/or otherwise delegate this Agreement and any or all benefits and the performance of Company's obligations arising from it without notice to or consent from Franchisee, provided that the assignee or designee assumes and agrees to perform the Company's obligation under this Agreement accruing after the date of the assignment, whether the same are agents of the Company or independent contractors with which the Company has contracted to provide such services.

13.02 Franchisee as Corporation or Other Entity; Assignment by Franchisee.

(a) Franchisee understands and acknowledges that the rights and duties set forth in this Agreement are personal to the Franchisee and its shareholders or members, and that the Company has granted this Agreement in reliance on Franchisee's business skill and financial capacity, and the business skill, financial capacity and personal character of Franchisee's shareholders or members. Franchisee and its Owners shall not, without the Company's prior written consent, directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise, sell, assign, transfer, convey, give away, pledge, mortgage or otherwise encumber any interest or partial interest in Franchisee, this Agreement, or in the franchise granted herein, or offer or attempt to do so, or permit the same to be done, nor permit the Franchised

Business to be operated, managed, directed or controlled directly or indirectly by any person or entity other than the Franchisee. Any actual or purported assignment or delegation occurring by operation of law or otherwise without the Company's prior written consent shall be a material default of this Agreement and shall be null and void.

(b) If Franchisee or any successor is a partnership, limited liability company or corporation:

(1) The Articles of Partnership, Partnership Agreement, Articles of Incorporation, By-Laws, Articles of Organization, Operating Agreement and other organizational and governing documents shall provide that the issuance and transfer of any interest in Franchisee is restricted by the terms of this Agreement. Copies of such documents and of resolutions of Franchisee's board of directors authorizing its entry into this Agreement shall be furnished to the Company upon request.

(2) All general partners and all direct and indirect holders of a ten percent (10%) or greater equity interest in any entity comprising Franchisee shall upon Franchisee's execution of this Agreement execute an agreement personally guaranteeing to the Company the full payment and performance of Franchisee's obligations to the Company and undertaking to be bound, individually, jointly and severally, by all the terms of this Agreement, including, without limitation, the restrictions on assignment contained herein. In certain states, LJS may require the spouse of any individual franchisee or any ten percent (10%) or more interest holder to sign a Personal Guaranty. The personal Guaranty shall be in the form annexed hereto as Exhibit "B" or in such other form as the Company may from time to time prescribe.

(3) Franchisee shall not use the name "Long John Silver's," any other Proprietary Mark, or any name deceptively similar thereto, in a public offering of its securities, except to reflect its franchise relationship with the Company. Neither Franchisee nor any of its Owners may issue or sell, or offer to issue or sell, any securities of Franchisee or an affiliate of Franchisee, regardless of whether such sale or offer would be required to be registered pursuant to the provisions of the Securities Act of 1933, as amended, or the securities laws of any other jurisdiction, without obtaining the Company's prior written consent and complying with all of the Company's requirements and restrictions concerning use of information about the Company, its affiliates or the System.

(4) Franchisee shall furnish the Company, at the time of execution of this Agreement and upon all transfers subject to the provisions of this Section 13.02, a list of all stockholders, members and partners having an interest in Franchisee, their respective percentage interests and the number of shares directly and indirectly owned or controlled by each.

(5) Franchisee, if a corporation, shall maintain stop transfer instructions against the transfer on its records of any securities with voting rights subject to the restrictions of this Section 13.02 and shall cause all certificates representing outstanding voting securities to be surrendered for reissuance and cause all certificates for voting securities in the future to be issued with this legend printed conspicuously upon the face of each certificate:

> "The transfer of this certificate and the shares it represents is subject to the terms and conditions of a certain Franchise Agreement with Long John

Silver's, LLC Reference is made to that Agreement and to certain restrictive provisions of the Articles and By-Laws of this corporation."

(c) Franchisee acknowledges and agrees that the restrictions on transfer imposed herein are reasonable and necessary to protect the System, the Company's Proprietary Marks, Confidential Information and operating procedures and quality, as well as the Company's high reputation and image, and are for the protection of the Company, Franchisee, and other franchisees. No attempted assignment or transfer permitted by this Section 13.02 shall take effect without the Company's written consent.

(d) Upon Franchisee's written request, the Company shall not unreasonably withhold its consent to any assignment subject to the restrictions of this Section 13.02; however, the Company's consent may be conditioned on the satisfaction of the following requirements:

(1) neither Franchisee nor any successor or affiliate of Franchisee is in default under this Agreement or any other agreement with the Company, and all of the accrued and outstanding monetary obligations of Franchisee or such successor or affiliate to the Company have been satisfied;

(2) the assignor or transferor and its Owners (as defined in Section 12.02) have executed: (i) a general release under seal, in a form prescribed by the Company, of any and all claims against the Company, its affiliates and their officers, directors and employees in their individual and corporate capacities; and (ii) a transfer agreement in a form prescribed by the company (although such parties shall remain obligated under and subject to the surviving provisions of this agreement upon termination, including (but not limited to) the restrictive covenants and indemnity obligations outlined herein);

(3) the assignee or transferee has demonstrated to the Company's satisfaction that it meets all of the Company's then-current requirements for new franchisees, including, without limitation, background check, financial and restaurant managerial experience requirements;

(4) the assignee or transferee has executed and/or caused all necessary parties to execute: (i) the Company's then-current standard form Franchise Agreement, including the personal guaranty described in Section 13.02(b)(2) and such other then-current ancillary agreements as the Company may reasonably require; and (ii) a transfer agreement in a form prescribed by the Company. The Franchise Agreement shall be for a term expiring on the expiration date of this Agreement and it shall be renewable only upon the terms set forth in such then-current Franchise Agreement;

(5) in the sole discretion of the Company, the assignee or transferee and any of its employees responsible for the operation of the Franchised Restaurant shall have satisfactorily completed the Company's training then in effect for all new franchisees;

(6) Franchisee shall have paid or caused to have been paid to the Company a transfer fee as follows: (i) for transfers of a Franchise Agreement from Franchisee to existing Long John Silver's franchisees or franchisees of Company affiliates, Five Thousand Dollars ($5,000) for the first Franchise Agreement transfer and Two Thousand Five Hundred Dollars ($2,500) for each additional transfer consummated as part of the same transaction; (ii) for transfers of a Franchise Agreement from Franchisee

to parties other than existing Long John Silver's franchisees or franchisees of Company affiliates, Five Thousand Dollars ($5,000) for the first Franchise Agreement transfer and Two Thousand Five Hundred Dollars ($2,500) for each additional transfer consummated as part of the same transaction; (iii) in the case of an assignment by Franchisee (if an individual) to a corporation for convenience of ownership pursuant to Section 13.02(e), or for transfers of interests or partial interests in Franchisee, Five Thousand Dollars ($5,000); and (iv) in the case of the assignment of this Agreement by Franchisee to an affiliate as a contemporaneous part of the assignment of additional franchise agreements for LJS Restaurants by Franchisee to an affiliate, the transfer fee shall be Five Thousand Dollars ($5,000) for the first Franchise Agreement transferred and Two Thousand Dollars ($2,000) for each additional transfer consummated as part of the same transaction, not to exceed Ten Thousand Dollars ($10,000).

(7) the assignee or transferee is not a business competitor of the Company;

(8) the requirements of Section 15.08(b) are met; and

(9) the transferee agrees within ninety (90) calendar days or another mutually agreeable time after the transaction's closing to correct any failure of the Franchised Restaurant Premises (including, without limitation, any furniture, fixtures, technological upgrades and equipment) to comply with the then-current brand standards, the Franchise Agreement (including any remodel or reimage obligations), and the Operational Manual.

(e) If Franchisee is an individual and desires to assign all of his rights to a corporation formed solely for convenience of ownership, the Company's consent to such assignment shall be conditioned on the following requirements, in addition to those in Sections 13.02(b) and (c):

(1) the assignee's Articles of Incorporation and By Laws shall provide that its activities shall be confined exclusively to operating the Franchised Restaurant or other businesses franchised under similar agreements with the Company, its subsidiaries, or affiliates;

(2) Franchisee shall be the owner of a majority voting interest in the securities of the assignee; and

(3) all shareholders of the assignee corporation to which Subsection 13.02(b)(2) applies shall comply with the requirements of that Subsection.

(f) Upon the dissolution or death of Franchisee or of a stockholder, member or a general partner of Franchisee, the personal representative or trustee who is legally authorized to transfer the affected interest may sell, assign or otherwise transfer the affected interest in Franchisee to a third party, subject to the conditions set forth in this Agreement for any other transfer. If the personal representative does not receive, or desire to accept, a bona fide offer to sell such interest, and if under applicable law Franchisee's rights in this Agreement and in the Franchised Restaurant are distributable to heirs or legatees who would otherwise qualify as franchisees and assignees under the terms of this Section 13.02, the Company shall consent to such assignment, provided such prospective assignees agree to accept all the conditions imposed on Franchisee by this Agreement.

(g) If any person, partnership, corporation or other entity with an interest subject to the restrictions of this Section 13.02 desires to accept any bona fide written offer from a third party to purchase such interest, the prospective transferor shall notify the Company in writing of each such offer, such notice to contain a copy of the offer and any other written information relating to the offer given or received by the third party offeror or otherwise reasonably requested by Company. The Company shall have the option to purchase such business, franchise and interest, including any lease or real estate where a Franchised Restaurant is located, on the same terms and conditions offered by the third party, except that the Company shall have at least fifteen (15) days to prepare for closing. Further, the Company must receive, and Franchisee and its owners must make, all customary representations and warranties given by the seller of the assets of a business or the ownership interests in an entity, as applicable, including, without limitation, representations and warranties regarding: ownership and condition of and title to ownership interests and/or assets; liens and encumbrances relating to ownership interests and/or assets; validity of contracts; and representations concerning liabilities. If the third party offer is such that the Company may not reasonably be required to furnish the same consideration, terms or conditions, then the Company may purchase the interest to be sold for the reasonable equivalent in cash. If the parties cannot agree within a reasonable time on the reasonable equivalent in cash of the consideration, terms, or conditions contained in the offer, the consideration shall be determined by an independent appraiser designated by the Company, whose determination shall be binding. The Company shall notify the prospective transferor of its intention to exercise its option within thirty (30) days after receipt of the transferor's notice and other required information. Any material change in the terms of the third party offer prior to transfer to the third party shall constitute a new offer, subject to the same option by the Company as in the case of an initial offer. The Company's failure to exercise the option afforded by this Section 13.02(g) shall not constitute a waiver of any other provision of this Agreement, including any of the requirements of Section 13.02 with respect to the proposed transfer, nor shall such failure constitute a waiver of its right to exercise its option with respect to any subsequent third party offer.

(h) The Company's consent to a transfer of any interest subject to the restrictions of this Section 13.02 shall not constitute a waiver of any claims it may have against the assignor, nor shall it be deemed a waiver of the Company's right to demand exact compliance with any of the terms of this Agreement by the assignee at any time and from time to time.

SECTION 14: FRANCHISE ASSOCIATION; COMPANY CONVENTIONS AND SUMMITS

14.01 Franchise Association.

The Company will recognize one (1) independent association that represents Long John Silver's franchisees ("Franchise Association") so long as such association shall continue to meet the criteria set forth in Sections 14.01 and 14.02 of this Agreement. Subject to the foregoing, the Company will not restrict Franchisee from associating with other LJS Franchise Owners, or from forming or participating in the lawful activities of any independent association of LJS franchisees. As used in this Section 14.01, the phrase

"LJS Franchise Owner(s)" shall mean the person or entity that has executed and is identified as the franchisee in an LJS franchise agreement.

(a) The membership of the Franchise Association must be comprised of (i) LJS Franchise Owners owning at least fifty one percent (51%) of all Long John Silver's franchise owned and operated restaurants in the United States; and (ii) fifty one percent (51%) of all LJS Franchise Owners in the United States.

(b) The Franchise Association must be governed by written by-laws that are not inconsistent with the provisions of this Agreement and that provide that the Franchise Association shall advise the Company of any material changes to the by-laws. The Franchise Association Board (hereinafter defined) shall provide the Company with a certified copy of the by-laws and any material amendments to the by-laws. The Company shall have no obligation to enforce the by-laws.

(c) The Franchise Association must have been formed for a primary purpose of consulting and advising the Company in representing the interests of Long John Silver's franchisees, and membership in the Franchise Association must be limited solely to LJS Franchise Owners that are not owned or controlled by the Company or any affiliate of the Company.

(d) The Franchise Association must have at least one (1) standing committee appointed by the Franchise Association Board whose primary function is to manage audits of the Company's books and records with respect to the Company's advertising and system purchasing functions pursuant to Sections 7.02(b) and 4.05(b) above.

14.02 Franchise Association Board.

(a) The Franchise Association must be governed and represented by a board of directors or like body that is duly elected on a periodic basis by the Franchise Association membership ("Franchise Association Board"). To ensure that the composition of the Franchise Association Board is representative of all Franchise Association members: (i) all of the Franchise Association Board members must be LJS Franchise Owners in good standing within the meaning of Section 14.02(c); and (ii) at least one member of the Franchise Association Board must be an LJS Franchise Owner who owns five (5) or less LJS Restaurants.

(b) The Franchise Association Board must be composed of LJS Franchise Owners who are individuals, or individuals who own, directly or indirectly, a controlling equity interest in LJS Franchise Owners that are partnerships, corporations, limited liability companies or other entities.

(c) Any LJS Franchise Owner that has received from LJS written notice of default of a monetary obligation in excess of Five Thousand Dollars ($5,000) or a material non-monetary obligation under one or more of its LJS franchise agreements and has not cured or in good faith disputed in writing in its entirety such default as of the date for nominations for the Franchisee Association Board shall not be eligible for election.

(d) The Franchise Association Board shall have the authority to bind and represent the Franchise Association and the Company shall have the right to rely on the authority of the Franchise

Association Board. The person serving as chairman of the Franchise Association Board and president of the Franchise Association shall have the authority to bind and represent the Franchise Association Board and the Company shall have the right to rely on such authority. If the Franchise Association by-laws allow the offices of chairman and president to be occupied by two (2) different persons, the Company shall have the right to rely upon the authority of the person holding the office of president.

14.03 Consultation With Franchisee Association.

The Company shall have the right, but not the obligation, to consult with and advise the Franchise Association Board on a periodic basis. The Company will consult with and advise the Franchise Association Board with respect to the Company's advertising and marketing programs pursuant to Section 7.01(a). The Company agrees that it shall provide the Franchise Association Board with a specimen copy of the Company's Franchise Disclosure Document ("FDD") and all material amendments thereto as and when the Company files the same with state franchising authorities; the FDD shall be marked to show revisions to the FDD as compared to the most previously issued FDD. In addition, the Company shall advise the Franchise Association Board of all material changes to the Company's standard form franchise agreement.

14.04 Conferences, Conventions and Summits.

The Company may, from time to time, conduct conferences, conventions, summits, programs, webinars, teleconferences, or training sessions on any matters related to the System. Your Operating Principal or your General Manager and other personnel we designate must attend each such meeting, program, or session that we require. We may charge you a reasonable fee to attend any such meeting, program, or session. We may require you to purchase or license from us, our affiliates, or third-party suppliers any training platform and equipment necessary to use or access the training materials. You may also be required to spend additional sums on travel expenses and payroll expenses for such attendees.

SECTION 15: GENERAL PROVISIONS

15.01 Variations in System and Franchisee Agreements.

All improvements in the System developed by Franchisee, the Company or other franchisees shall be and become the sole and absolute property of the Company. The Company may incorporate such improvements into the System and shall have the sole and exclusive right to copyright, register and protect such improvements in the Company's own name to the exclusion of Franchisee, whose right to use such improvements shall be limited to its rights as a franchisee hereunder. The Company shall have the right in its sole judgment to vary its specifications, standards, and operating practices and requirements among franchisees (which may include Franchisee), including, without limitation, those relating to building, equipment, signage, operations, Equipment and products. The Company may impose such variations to address differing or unique circumstances or for other reasons Company, in its sole judgment, deems good

and sufficient. Franchisee understands and acknowledges that such variations may lead to different costs or obligations among franchisees (which may include Franchisee).

Franchisee further understands and acknowledges that other franchisees of the Company may be granted license or franchise agreements at different times and in different situations. Franchisee acknowledges that the provisions of such agreements may vary substantially from those contained in this Franchise Agreement and that Franchisee's obligations hereunder may differ substantially from those of other franchisees.

15.02 Governing Law, Jurisdiction, Limitations of Liability, Jury Trial Waiver, and Class Action Waiver.

(a) This Agreement has been accepted by the Company and shall be deemed to have been made at Louisville, Kentucky, and shall be governed and construed under and in accordance with the laws of the Commonwealth of Kentucky, which law shall prevail in the event of any conflict of law.

(b) Franchisee and the Company agree that any action arising out of or relating to this Agreement (including, without limitation, the offer and sale of the Franchise), shall be instituted and maintained only in a state or federal court of general jurisdiction in Jefferson County, Kentucky, and Franchisee irrevocably submits to the jurisdiction of such court and waives any objection it may have to either the jurisdiction or venue of such court.

(c) Limitation of Damages. **THE PARTIES WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT OR CLAIM OF ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST EACH OTHER AND AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN THEM, EACH SHALL BE LIMITED TO THE RECOVERY OF ACTUAL DAMAGES SUSTAINED BY IT.** Franchisee agrees that no past, present or future director, officer, employee, incorporator, member, partner, stockholder, subsidiary, affiliate, controlling party, entity under common control, ownership or management, vendor, service provider, agent, attorney or representative of the Company will have any liability for: (i) any of the Company's obligations or liabilities relating to or arising from this Agreement; (ii) any claim against the Company based on, in respect of, or by reason of, the relationship between Franchisee and the Company; or (iii) any claim against the Company based on any alleged unlawful act or omission of ours.

(d) Waiver of Jury Trial Rights. **THE PARTIES IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, AND/OR COUNTERCLAIM BROUGHT BY EITHER PARTY.**

(e) Waiver of Class Participation Rights. **THE PARTIES IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO PARTICIPATE IN, ANY CLASS, REPRESENTATIVE OR COLLECTIVE ACTION MATTERS, AS A CLASS REPRESENTATIVE, CLASS MEMBER OR AN OPT-IN PARTY, ACT AS A PRIVATE ATTORNEY GENERAL, OR JOIN OR CONSOLIDATE CLAIMS WITH CLAIMS OF ANY OTHER PERSON OR ENTITY, AGAINST THE OTHER PARTY.**

15.03 Severability.

(a) Except as expressly provided to the contrary herein, each section, part, term and provision of this Agreement shall be considered severable. If, for any reason, any section, part, term or provision of this Agreement is determined to be invalid, contrary to, or in conflict with, any existing or future law or regulation of a court or agency having valid jurisdiction, such determination shall not impair the operation or affect such other portions, sections, parts, terms or provisions of this Agreement as may remain otherwise intelligible, and the latter will continue to be given full force and effect and bind the parties hereto. Such invalid sections, parts, terms and provisions shall be deemed not to be a part of this Agreement.

(b) If any applicable law or rule requires a greater period for notice to or performance by Franchisee than the period(s) provided in this Agreement, the period required by such law or rule shall be substituted for the period specified herein.

(c) If any court in a final decision to which the Company is a party holds any provision of this Agreement or portion thereof to be unenforceable or reduces the scope of any covenant or provision herein, Franchisee shall be bound to the fullest extent by such covenant or provision as reformed or reduced to the maximum extent consistent with such decision, and as if such reformed or reduced provision were separately set forth in and made a part of this Agreement.

15.04 Franchisee Is Independent Contractor.

(a) This Agreement does not create a fiduciary relationship between the parties hereto. Franchisee assumes sole responsibility for the operation of the Franchised Restaurant and acknowledges that, while the Company may furnish advice and assistance to Licensee from time to time during the term of this Agreement, the Company has no legal or other obligation to do so. In addition, Franchisee acknowledges that the Company does not guarantee the success or profitability of the Franchised Restaurant in any manner whatsoever and shall not be liable therefor: in particular, Franchisee understands and acknowledges that the success and profitability of the Franchised Restaurant depends on many factors outside the control of either the Company or Franchisee (such as interest rates, unemployment rates, demographic trends, competition and the general economic climate), but principally depends on Franchisee's efforts in the operation of the Franchised Restaurant. Franchisee shall be at all times an independent contractor, and nothing herein contained shall constitute Franchisee as the agent, legal representative, partner, joint venturer or employee of the Company. Franchisee shall not have any right or power to and shall not bind or obligate the Company in any way or manner whatsoever, nor represent that it has the right to do so.

(b) Franchisee shall have sole responsibility for, and shall promptly pay when due, all taxes levied or assessed by reason of its operation and performance under this Agreement, including, but not limited to, local, state and federal, property, license, sales, use, leasehold, excise and income taxes. Franchisee shall be solely responsible for all loss, damage and contractual liabilities to third persons originating in or in connection with the operation of the Franchised Restaurant and for all claims and demands for damages to property and for injury, illness or death of persons directly or indirectly resulting

therefrom. Franchisee shall indemnify and save the Company harmless from any such claims for taxes and other liabilities, loss, expense or damage.

(c) In all building directories, public records and in its relationship with other persons, Franchisee shall indicate its independent ownership of the Franchised Restaurant and that it is only a franchisee of the Company. Franchisee and any permitted assignee shall file, and keep on file at all times in the proper public office for the locality involved, a statement showing the actual name of Franchisee as the proprietor of its business, if such is required or permitted by the law of the state and for the locality where the Franchised Restaurant and Franchisee's principal place of business are located.

(d) Franchisee shall affix a plaque or have printed or painted in a manner, form and style prescribed by the Company, in one or more places upon the Franchised Restaurant Premises and upon its business forms and stationery, a notification to the public to the effect that Franchisee is franchised by the Company. Franchisee upon request will furnish the Company with reasonable proof of its compliance with the terms of Sections 15.04(c) and (d).

15.05 Section Titles.

Section titles and Section and Subsection references are used for convenience only and shall not affect the meaning or construction of any provision of this Agreement.

15.06 Entire Agreement.

This Agreement, which shall include the preamble recitals, constitutes the entire agreement of the parties and supersedes all prior negotiations, commitments, representations and undertakings of the parties with respect to the subject matter hereof, excepting only the following agreements: _____. Nothing in this or in any related agreement, however, is intended to disclaim or require Franchisee to waive reliance on any representation that Company made in the Franchise Disclosure Document that the Company provided to Franchisee.

15.07 Number and Gender.

All the terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number (singular or plural), and any other gender (masculine, feminine or neuter), as the context or sense of this Agreement or any paragraph or clause hereof may require, the same as if such words have been fully and properly written in the appropriate number and gender.

15.08 Obligations of Interested Parties.

(a) Except as otherwise provided herein, all acknowledgments, promises, covenants, agreements and obligations herein made or undertaken by Franchisee shall be jointly and severally made or undertaken by Franchisee, all persons signing this Agreement in their individual capacities and all guarantors.

(b) Franchisee shall forward to the Company concurrently with the execution and delivery of this Agreement and prior to the acquisition of any interest in Franchisee by a third party during the term of this Agreement and any extension hereof, a Confidentiality and Noncompetition Agreement in the form set forth in Exhibit A (as it may be revised by the Company from time to time), executed by every Owner (as defined in Section 12.02) of Franchisee.

15.09 Written Approval, Waiver and Nonwaiver.

(a) Whenever this Agreement requires the prior approval or consent of the Company, Franchisee shall make a timely written request therefor, and such approval must be obtained in writing. Except where this Agreement expressly obligates the Company to reasonably approve or consent to (or not to unreasonably withhold its approval of or consent to) any action or request by Franchisee, the Company has the absolute right for any reason to refuse any request by Franchisee or to withhold the Company's approval of or consent to any action by Franchisee. The Company may also consider at its option and, in its sole discretion, other reasonable prior requests severally submitted in writing by Franchisee for the Company's waiver of any obligation imposed by this Agreement. The Company makes no warranties or guarantees upon which Franchisee may rely, and assumes no liability or obligation to Franchisee, by providing any waiver, approval, consent, or suggestion to Franchisee in connection with this franchise or by any neglect or delay in furnishing the same.

(b) No failure of the Company to exercise any power reserved to it by this Agreement, or to insist upon strict compliance by Franchisee with any obligation or condition hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of the Company's right to demand exact compliance with all of the terms hereof. Waiver by the Company of any particular default by Franchisee shall not affect or impair the Company's rights with respect to any subsequent default of the same, similar or different nature, nor shall any delay, forbearance, or omission of the Company to exercise any power or right arising out of any breach or default by Franchisee of any of the terms, provisions, or covenants hereof, affect or impair the Company's right to exercise the same, nor shall such constitute a waiver by the Company of any right hereunder, or the right to declare any subsequent breach a default and to terminate this Agreement prior to the expiration of its term. Subsequent acceptance by the Company of any payments due to it hereunder shall not be deemed to be a waiver by the Company of any preceding breach by Franchisee of any terms, covenants or conditions of this Agreement.

(c) No right or remedy conferred upon or reserved to the Company or Franchisee by this Agreement is intended to be, nor shall it be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted; but each shall be cumulative of every other right or remedy.

(d) No amendment, change or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed in writing.

15.10 Notices, Payments.

(a) Subject to Section 15.10(d), all notices, requests and reports permitted or required to be delivered by the provisions of this Agreement shall be deemed delivered: (i) at the time delivered by hand to the recipient party (or to an officer, director or partner of the recipient party); (ii) on the same date of the transmission by an electronic communication system; (ii) one (1) business day after being placed in the hands of a commercial courier service for guaranteed overnight delivery; or (iv) four (4) business days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid and addressed to the party to be notified at its most current principal business address of which the notifying party has been notified in writing.

(b) If notice is sent to the Company, it shall be addressed to the attention of the President, Long John Silver's, LLC, 10350 Ormsby Park Place, Suite 300, Louisville, Kentucky 40223, with a copy to the attention of the General Counsel, at the above address, or at such other address as the Company shall from time to time designate in writing. All notices must simultaneously be emailed to the Company at legal@ljsilvers.com.

(c) If notice is sent to Franchisee, it shall be addressed to Franchisee, care of its designated agent at _____ or at such other address as Franchisee shall from time to time designate in writing. Franchisee acknowledges and agrees that, in lieu of mailing notice to Franchisee at such address, the Company may email notice to _____, and that emailing notice to this electronic mail address is fully compliant with the Company's notice obligations under this Agreement in all respects, notwithstanding anything to the contrary. Franchisee agrees to regularly monitor, and Franchisee shall promptly notify the Company of any change in, such electronic mail address.

(d) All payments and reports to accompany payments required to be made hereunder to the Company shall be sent by the means specified in Subsection 15.10(a) (1) (3) or (4) above or by electronic wire payment transfer, addressed to the attention of the Treasurer at the above address, or at such address or by such other means as the Company shall from time to time designate in writing. Any payment not actually received by the Company on or before the date specified herein shall be deemed overdue if not postmarked at least five (5) days prior to the date due.

15.11 Designated Agent of Franchisee.

Franchisee hereby designates _____ and/or any authorized signatory of Franchisee to act in its behalf and execute all documents in all transactions with the Company. All actions by such designee shall be binding upon Franchisee and shall be valid and binding on any partnerships as if done by each and every partner. The Company shall have no duty to deal with anyone other than the designee; however, any documents submitted to the Company executed by any other officer or partner shall be valid and binding upon Franchisee. Franchisee shall promptly notify the Company in writing of any change in its designee.

15.12 Joint and Several.

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

15.13 Acknowledgments and Representations.

(a) This Agreement, all exhibits 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 or require you to waive reliance on any representation that we made in the Franchise Disclosure Document that we provided to you. You acknowledge that you are entering into this Agreement, and all ancillary agreements executed contemporaneously with this Agreement, as a result of your own independent investigation of the franchised business and not as a result of any representations about us made by our shareholders, officers, directors, employees, agents, representatives, independent contractors or franchisees which are contrary to the terms set forth in this Agreement or any franchise disclosure document required or permitted to be given to you pursuant to applicable law. You specifically acknowledge that the financial performance information we furnish is set forth in Item 19 of our franchise disclosure document; that no officer, director, employee, agent, representative or independent contractor of ours is authorized to furnish you with any other financial performance information; that, if they nevertheless do, you will not rely on any such financial performance information given to you by any such individual; and, that if any such individual attempts to or actually does give you any such financial performance information in contravention of this provision, you will immediately communicate such activity to us. For the purpose of this Agreement, "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 prospective sales, expenses and/or profits of franchised or non-franchised Restaurants.

(b) Franchisee acknowledges that it has conducted an independent investigation of the business franchised hereunder, and recognizes that the business venture contemplated by this Agreement involves business risks and that its success will be largely dependent upon Franchisee's independent business ability. The Company expressly disclaims the making of, and Franchisee acknowledges that it has not received, any warranty or guarantee, express or implied, as to the potential volume, profits or success of the business venture contemplated by this Agreement.

(c) Franchisee acknowledges that it has received, has had an ample time to read, has read, and fully understands this Agreement. Franchisee further acknowledges that the Company has fully and adequately explained the provisions of this Agreement, and that Franchisee has had an adequate opportunity to be advised by advisors of its own choosing regarding all pertinent aspects of this franchise and the franchise relationship.

(d) Franchisee acknowledges that it has received the disclosure document required by the Federal Trade Commission, titled "Disclosure Requirements and Prohibitions Concerning Franchising" together with a copy of all proposed agreements relating to the sale of the franchise at least fourteen (14) calendar days before the execution of this Agreement or at least fourteen (14) calendar days before the payment by Franchisee to the Company of any consideration in connection with the sale or proposed sale of the franchise granted by the Agreement.

(e) Franchisee represents and warrants to Company that, as of the date of this Agreement, and at all times during the term hereof, and to Franchisee's actual or constructive knowledge, neither Franchisee, any affiliate of Franchisee, any individual or entity having a direct or indirect ownership interest in Franchisee or any such affiliate (including any shareholder, general partner, limited partner, member or any type of owner), any officer, director or management employee of any of the foregoing, nor any funding source Franchisee utilizes is or will be identified on the list of the U.S. Treasury's Office of Foreign Assets Control (OFAC); is directly or indirectly owned or controlled by the government of any country that is subject to an embargo imposed by the United States government or by any individual that is subject to an embargo imposed by the United States government; is acting on behalf of any country or individual that is subject to such an embargo; or, is involved in business arrangements or other transactions with any country or individual that is subject to an embargo. Franchisee agrees that Franchisee will immediately notify the Company in writing immediately upon the occurrence of any event which would render the foregoing representation false, misleading or incorrect.IN WITNESS WHEREOF, the Company and Franchisee have executed this Agreement as of the date(s) indicated below.

LONG JOHN SILVER'S, LLC

By:_____

Title:_____

Date:_____

FRANCHISEE

Witness or Attest:

_____

_____

By:_____

Title:_____

Date:_____

SCHEDULE I

The Location is:

_____

_____

The Territory is the area comprised of a circle having a _____ mile radius with the above Location as the center point of the circle.

Exhibit A to Franchise Agreement

CONFIDENTIALITY AND NONCOMPETITION AGREEMENT

THIS AGREEMENT, dated for reference purposes as of _____, ____, is entered into by and between Long John Silver's, LLC, a Delaware limited liability company ("Company") and _____, whose notice address is: _____, ("Interested Party"):

On _____, ____, the Company entered into a Franchise Agreement with _____, ("Franchisee"). Interested Party understands that Franchisee will be in default under Franchise Agreement and its franchise rights may be terminated if each general partner or stockholder of Franchisee does not execute a written agreement to be personally bound by the covenants in Sections 10.05 and 12.02 of the Franchise Agreement. Interested Party desires to acquire and/or maintain an interest in Franchisee, and has an interest in ensuring that Franchisee complies fully with all of the terms of the Franchise Agreement.

In consideration of the Company's agreement not to terminate the Franchise Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Interested Party hereby agrees:

(1) That he or she will comply with all the requirements set forth in Section 12.02 of the Franchise Agreement.

(2) That he or she will observe the restrictions on disclosure of confidential and trade secret information set forth in Section 10.05 of the Franchise Agreement, both during its term and after its termination or expiration, regardless of whether he continues to be directly or indirectly associated with the Company or Franchisee.

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

LONG JOHN SILVER'S, LLC

By:_____

Title:_____

Witness

_____

INTERESTED PARTY

_____

Exhibit B to Franchise Agreement

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF JEFFERSON)

GUARANTY

For value received, the receipt and sufficiency of which is hereby acknowledged, and in order to induce **Long John Silver's LLC** ("LJS"), a Delaware limited liability company (formerly known as Long John Silver's, Inc.) (hereinafter referred to as "Obligee") to enter into certain Franchise Agreements, Advertising Agreements, Leases, Subleases, Promissory Notes, Mortgages, Deeds of Trust, Security Agreements, or Contracts and to do certain business with [NAME OF FRANCHISEE] (the "Obligor"), of [CITY, STATE OF FRANCHISEE'S OFFICE LOCATION], the undersigned individual or entity (hereinafter referred to as the "Guarantor") guarantees unconditionally and absolutely to Obligee that the Obligor will fully, promptly and faithfully perform, pay and discharge all of the Obligor's present and future indebtedness or obligations to Obligee, whether direct or indirect, absolute or contingent, primary or secondary, joint or several, and all renewals and extensions thereof, including, but not limited to, any indebtedness or obligations arising by any terms, covenants or conditions of any Franchise Agreements, Advertising Agreements, Leases, Subleases, Promissory Notes, Mortgages, Deeds of Trust, Security Agreements, or Contracts between Obligee and the Obligor, including, without limitation, any representations, warranties and indemnities contained in such Franchise Agreements, Advertising Agreements, Leases, Subleases, Promissory Notes, Mortgages, Deeds of Trust, Security Agreements, or Contracts (collectively the "Guaranteed Obligations"), relating to or arising out of the operation of a Long John Silver's outlet (hereinafter referred to as the "Outlet") located at [STREET ADDRESS, CITY, COUNTY, STATE, ZIP CODE].

Guarantor acknowledges that other individuals or entities may execute or may have executed instruments guaranteeing Obligor's performance of all or part of the Guaranteed Obligations, including the undersigned (collectively, "Other Guarantors"). Guarantor acknowledges and agrees that its liability under this Guaranty shall be joint and several with such Other Guarantors. Guarantor further agrees that Obligee: (1) shall not be required first to endeavor to secure performance or discharge of or collect or make demand from any Other Guarantor any Guaranteed Obligations before requiring Guarantor to perform, pay or discharge the full liability hereby created; (2) may file suit against the Guarantor, at the election of Obligee, without joinder of any Other Guarantor as party thereto; and (3) may freely deal with such Other Guarantors, including settling any claim against them or releasing them from liability, without affecting Guarantor's liability hereunder.

In the event of default by the Obligor in performance, payment, or discharge of all or part of the Guaranteed Obligations, the Guarantor shall, on demand and without further notice of dishonor or other notice which may be required to be given by any statute or rule of law, perform, pay or discharge such Guaranteed Obligations and pay all losses, costs, and expenses which Obligee may suffer by reason of the default. Unless otherwise required pursuant to the Guaranteed Obligations or otherwise directed by **Long John Silver's LLC**, such performance, payment or discharge shall be made at Obligee's main office in Louisville, Kentucky. Guarantor hereby waives notice of acceptance of this Guaranty and all other notices in connection herewith or in connection with the Guaranteed Obligations and waives diligence, presentment, demand protest and notice of non-payment, protest and suit on the part of Obligee in the enforcement or collection of any of the Guaranteed Obligations and agrees that Obligee shall not be required first to endeavor to secure performance or discharge of or collect from the Obligor or any Other Guarantor any Guaranteed Obligations or to foreclose, proceed against or exhaust any collateral or security for any Guaranteed Obligations, before requiring Guarantor to perform, pay or discharge the full liability hereby created. Suit may be brought and maintained against the Guarantor, at the election of Obligee, without joinder of the Obligor or any Other Guarantor as parties thereto. If Obligee institutes and prevails in any action at law or in equity against Guarantor based entirely or in part on the terms of this Agreement, Obligee shall be entitled to recover, in addition to any judgment entered in their favor, reasonable attorney's fees, court costs and all of Obligee's expenses in connection with the litigation. If Guarantor prevails in any

such action instituted by Obligee, Guarantor will be entitled to such fees, costs and expenses. If neither side prevails, each will bear his own costs. Demand hereunder shall be deemed to have been made when made in person or mailed postage prepaid to the Guarantor's most recent address on file with Obligee.

This Guaranty is continuing and shall continue to apply without regard to the form or amount of Guaranteed Obligations which the Obligor may create, renew, extend or alter, in whole or in part, without notice to the Guarantor. This Guaranty shall expire forty (40) years from the date of execution of this Guaranty, and shall be for a maximum amount of ten million dollars ($10,000,000) with respect to each LJS Restaurant owned and/or operated by Guarantor (i.e., if Guarantor owns four (4) LJS Restaurants in any capacity, the guaranty shall be for a maximum amount of forty million dollars ($40,000,000)).

Obligee may from time to time, at its discretion and with or without valuable consideration, surrender, release, subordinate, exchange or alter any Guaranteed Obligation without affecting the liability of the Guarantor under this Guaranty and this Guaranty shall continue effective notwithstanding any legal disability of the Obligor to incur any Guaranteed Obligations. Any action or inaction by Obligee with regard to the Guaranteed Obligations or this Guaranty shall not impair or diminish the obligations of the Guarantor hereunder. Obligee shall not be liable for their failure to use diligence in the enforcement of collection of the Guaranteed Obligations or in preserving the liability of any person liable thereon.

Obligee is relying and is entitled to rely upon each and all of the provisions of this Guaranty; and accordingly if any provision or provisions of this Guaranty should be held to be invalid or ineffective, then all other provisions shall continue in full force and effect notwithstanding. This Guaranty is not intended and does not replace, cancel or otherwise modify or affect any other guaranty of the Guarantor, or any Other Guarantor, held by Obligee now or hereafter, relating to the Obligor or other persons or entities.

Guarantor hereby unconditionally and absolutely guarantees the payment of all of said Guaranteed Obligations, regardless of any act or omission of Obligee or any party with reference to any of said indebtedness or any security or rights existing or to exist in connection therewith; and Guarantor agrees that Obligee shall in no way be obligated to bring or prosecute any action against Obligor or any Other Guarantor of said Guaranteed Obligations or make any demand on Obligor or any Other Guarantor or give any notice of any kind to any party. Obligee shall not be liable or accountable in any respect, nor shall Guarantor have a right of recourse against Obligee by reason of, any act or omission on the part of Obligee in connection with any of the matters herein mentioned.

Guarantor acknowledges that Guarantor has had continuing and substantial contact with Obligee in the Commonwealth of Kentucky in connection with the transactions referenced in and embraced by this Guaranty and that Guarantor's performance under this Guaranty is to be made in the Commonwealth of Kentucky to the extent provided hereinabove. This Guaranty shall be governed by and interpreted in accordance with the substantive laws of Kentucky, without regard to its choice of law principles. Any action brought by Guarantor or Obligee to enforce the terms of this Agreement shall be filed in the United States District Court for the Western District of Kentucky, and Guarantor and Company hereby consent and submit to the jurisdiction of said court for resolving any claims or actions arising from, under, or in connection with this Guaranty or its interpretation. Any judgment entered by the United States District Court for the Western District of Kentucky may be enforced in any court of appropriate jurisdiction.

Executed this ____ day of _____, 20 ____.

GUARANTOR 1:

Signature:_____
Printed Name:

GUARANTOR 2:

Signature:_____
Printed Name:

GUARANTOR 3:

Signature:_____
Printed Name:

GUARANTOR 4:

Signature:_____
Printed Name:

GUARANTOR 5:

Signature:_____
Printed Name:

Exhibit C to Franchise Agreement

MANAGING OWNER, PRINCIPAL OPERATING OWNER AND PRINCIPAL MANAGER DISCLOSURE

Designation of Owners: The Following individuals are equity owners of the Franchisee in the following percentages:

Name	Ownership Percentage
[Insert]	[Insert]
Principal Operating Owner Designee:	[INSERT]
Managing Owner Designee:	[INSERT]
Principal Manager Designee (If any):	[INSERT]

Exhibit D to Franchise Agreement

STATE-REQUIRED ADDENDA TO FRANCHISE AGREEMENT

ADDENDUM TO FRANCHISE AGREEMENT
(INDIANA, MICHIGAN, AND SOUTH DAKOTA)

No Waiver of Disclaimer of Reliance in Certain States. The following provision applies only to franchisees and franchises that are subject to the state franchise disclosure laws in Indiana, Michigan, or South Dakota:

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 any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

LONG JOHN SILVER'S, LLC
A Delaware limited liability company

By: _____

Title: _____

FRANCHISEE

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

ADDENDUM TO FRANCHISE AGREEMENT
(CALIFORNIA)

This Addendum to the Franchise Agreement is agreed to by and between LONG JOHN SILVER'S, LLC and the Franchisee identified below, to amend and revise said Franchise Agreement as follows:

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 any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

For franchisees operating outlets located in California, the California Franchise Investment Law and the California Franchise Relations Act will apply regardless of the choice of law or dispute resolution venue stated elsewhere. Any language in the Franchise Agreement or any amendment thereto or any agreement to the contrary is superseded by this condition.

The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. A provision that restrains a former franchisee from engaging in a lawful trade or business is to that extent void under California Business and Professions Code Section 16600.

LONG JOHN SILVER'S, LLC
A Delaware limited liability company

By:_____

Title:_____

FRANCHISEE

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

ADDENDUM TO FRANCHISE AGREEMENT
(ILLINOIS)

This Addendum to the Franchise Agreement is agreed to by and between LONG JOHN SILVER'S, LLC and the Franchisee identified below, to amend and revise said Franchise Agreement as follows:

Section 15.02 of the Franchise Agreement is amended by the addition of the following language to the original language that appears therein:

In the State of Illinois the designation of jurisdiction or venue in a forum outside of Illinois is void with respect to any cause of action which otherwise is enforceable in Illinois, except that the designation of arbitration in a forum outside of Illinois is permissible. In the State of Illinois, Illinois law shall prevail in construing and enforcing the Franchise Agreement.

Sections 15.12(a) and (c) of the Franchise Agreement are hereby deleted in their entirety.

Section 15.06 of the Franchise Agreement is amended to read as follows:

> This Agreement, which shall include the preamble recitals, constitutes the entire agreement of the parties and supersedes all prior negotiations, commitments, representations and undertakings of the parties with respect to the subject matter hereof, excepting only the following agreements: _____. The Company has made no representations, except for or other than those contained in the FDD, inducing the execution of this Agreement other than are expressly stated herein.

Section 41 of the Illinois Franchise Disclosure Act states that "any condition, stipulation, or provision purporting to bind any person acquiring any Franchise to waive compliance with any provision of this Act is void."

The Franchise Agreement is subject to Sections 19 and 20 of the Illinois Franchise Disclosure Act as to the conditions of termination or nonrenewal of the Franchise Agreement.

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 any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

To the extent this Addendum shall be deemed to be inconsistent with any term or conditions of said Franchise Agreement or Exhibits or attachments thereto, the terms of the Illinois Franchise Disclosure Act as stated in this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms, and agrees it shall become effective the ____ day of _____ 20__.

LONG JOHN SILVER'S, LLC
A Delaware limited liability company

By:_____

Title:_____

FRANCHISEE

_____
(Signature)

_____
(Print Name)

ADDENDUM TO FRANCHISE AGREEMENT
(MARYLAND)

This Addendum to the Franchise Agreement by and between LONG JOHN SILVER'S, LLC and Franchisee is dated _____, 20__.

The following language shall be added to Sections 2.03(a) and 13.02(d)(2):

> "The general release required as a condition of renewal and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law."

Section 11.01 of the Franchise Agreement provides that the franchise may automatically terminate upon your bankruptcy. This provision may not be enforceable under Federal bankruptcy law (11 U.S.C. Section 101 et. seq.)

The following language shall be added to Section 15.02(b):

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

Section 15.13(a) is amended to read as follows:

> "This Agreement, all exhibits 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 or require you to waive reliance on any representation that we made in the Franchise Disclosure Document that we provided to you."

Sections 15.13(b), (c), and (d) are hereby deleted from the Franchise Agreement in their entirety.

The following language shall be added to Section 15.12:

> "Provided, however, that nothing contained in this Section 15.12 shall be construed or act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law."

Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

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 any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

All initially capitalized terms not defined herein shall have the same meaning as ascribed to them in the Franchise Agreement. Except as expressly modified hereby, the Agreement shall remain in full force and effect in accordance with its terms.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Addendum concurrently with the execution of the Franchise Agreement on the day and year first above written.

LONG JOHN SILVER'S, LLC A Delaware limited liability company	FRANCHISEE
By:_____	_____ (Signature)
Title:_____	_____ (Print Name)

ADDENDUM TO FRANCHISE AGREEMENT
(MINNESOTA)

This Addendum to the Franchise Agreement by and between LONG JOHN SILVER'S, LLC and Franchisee is dated _____, 20__.

1. Section 10.023.01 shall be amended by adding the following:

   "The franchisor will protect the franchisee's right to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name."

2 Section 9.05 shall be amended by adding thereto the following introductory phrase:

   "To the extent allowed by applicable law (and specifically subject to Minnesota Rule 2860.4400J),"

3. Section 11.02(d) shall be amended so as to read in its entirety as follows:

   "The Company shall be entitled to seek injunctive relief if Franchisee continues to operate as an LJS Restaurant or breaches any other covenant herein."

4. Section 12.02(e) shall be deleted in its entirety.

5. Section 12.02 (f) shall be amended in pertinent part to read as follows:

   ". . . the Company shall be entitled to seek the entry of an order by any court of competent jurisdiction for specific performance of, or for an injunction against violation of, the requirements of this Section 12.02."

6. Section 11 shall be amended by adding the following:

   With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. Sec. 80C., 14 Subds. 3, 4, and 5 which require, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement.

7. Section 15.02 shall be amended by adding the following:

   Minn. Stat. Sec. 80C.21 and Minn. Rule Part 2860.4400J, prohibit the Company from requiring litigation to be conducted outside Minnesota. In addition, nothing in this Agreement can abrogate or reduce any of Franchisee's rights as provided for by the laws of the jurisdiction.

8. Based upon the franchisor's financial condition, the Minnesota Department of Commerce has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement and the franchisee opens for business. In addition, all development fees and initial payments by developers shall be deferred until the first franchise under the development agreement opens.

9. 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 any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

All initially capitalized terms not defined herein shall have the same meaning as ascribed to them in the Franchise Agreement. Except as expressly modified hereby, the Franchise Agreement shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Addendum concurrently with the execution of the Franchise Agreement on the day and year first above written.

LONG JOHN SILVER'S, LLC
A Delaware limited liability company

By:_____

Title:_____

FRANCHISEE

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

ADDENDUM TO FRANCHISE AGREEMENT
(NEW YORK)

This Addendum to the Franchise Agreement by and between LONG JOHN SILVER'S, LLC and Franchisee is dated _____, 20__.

Notwithstanding anything to the contrary in the Franchise Agreement, the following language shall be added to Section 2.03 and 13.02(d)(2):

> Provided, however, that all rights enjoyed by the Franchisee and any causes of action arising in its favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this provision that the non-waiver provisions of GBL, section 687.4 and 687.5 be satisfied.

The following language shall be added to Section 13.01:

> However, no assignment shall be made except to an Assignee who in the good faith judgment of Franchisor, is willing and able to assume Franchisor's obligations under this Agreement.

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 any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

All initially capitalized terms not defined herein shall have the same meaning as ascribed to them in the Franchise Agreement. Except as expressly modified hereby, the Franchise Agreement shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Addendum concurrently with the execution of the Franchise Agreement on the day and year first above written.

LONG JOHN SILVER'S, LLC
A Delaware limited liability company

By:_____

Title:_____

FRANCHISEE

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

ADDENDUM TO FRANCHISE AGREEMENT
(NORTH DAKOTA)

This Addendum to the Franchise Agreement, dated for reference purposes as of _____, is entered into between Long John Silver's, LLC ("Company") and ("Franchisee"). The parties hereby agree and amend the Franchise Agreement to which this Addendum is attached as follows:

1. Section 2.03(a)(6) is hereby amended by adding the following language thereto:

> "Provided, however, that such release shall not operate to release the Company or any other person or entity from any claims or liability arising under the North Dakota Franchise Investment Law."

2. Section 12.02(c) is hereby amended by adding the following language at the beginning of that Section:

> "Subject to North Dakota Century Code Section 9-08-06, . . ."

3. Sections 11.04, 15.02(a) and 15.02(b) are hereby deleted.

4. Section 9.01 is hereby amended by adding the following at the beginning of the third grammatical sentence in that Section:

> "So long as the Company is the prevailing party in connection with the Indemnified Matter, . . ."

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

LONG JOHN SILVER'S, LLC
A Delaware limited liability company

By:_____

Title:_____

FRANCHISEE

By:_____

Title:_____

ADDENDUM TO FRANCHISE AGREEMENT
(RHODE ISLAND)

§ 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 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 any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

LONG JOHN SILVER'S, LLC
A Delaware limited liability company

By: _____

Title: _____

FRANCHISEE

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

ADDENDUM TO FRANCHISE AGREEMENT
(VIRGINIA)

This Addendum to the Franchise Agreement by and between LONG JOHN SILVER'S, LLC and Franchisee is dated _____, 20__.

1. The following language shall be added to the end of Sections 12.02(c):

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

2. The following language shall be added to the end of Section 15.02(a):

> "Under subsection D of § 13.1-559 of the Virginia Retail Franchising Act, for all franchises located in Virginia, the franchise contract or agreement offered or entered into pursuant to terms of this chapter shall be governed by the laws of the Commonwealth of Virginia."

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 any 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 and delivered this Addendum concurrently with the execution of the Franchise Agreement on the day and year first above written.

LONG JOHN SILVER'S, LLC A Delaware limited liability company	FRANCHISEE
By:_____	_____ (Signature)
Title:_____	_____ (Print Name)

ADDENDUM TO FRANCHISE AGREEMENT
(WASHINGTON)

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

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

3. **Site of Arbitration, Mediation, and/or Litigation**. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

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

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

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

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

8. **Certain Buy-Back Provisions**. Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

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

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

11. **Franchisor's Business Judgement**. Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may

be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

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

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

14. **Noncompetition Covenants**. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. **Nonsolicitation Agreements**. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

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

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

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

[Signatures on following page]

LONG JOHN SILVER'S, LLC
A Delaware limited liability company

By:_____

Title:_____

FRANCHISEE

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

ADDENDUM TO FRANCHISE AGREEMENT
(WISCONSIN)

The conditions under which this Agreement can be terminated or renewed are set forth in the Wisconsin Fair Dealership Law, Wisc. Stat. 1981-82, Title XIV-A, Chapter 135.

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 any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

LONG JOHN SILVER'S, LLC
A Delaware limited liability company

By:_____

Title:_____

FRANCHISEE

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

EXHIBIT C-1
SITE AGREEMENT FORM

Attn: Development Department
10350 Ormsby Park Place, Suite 300
Louisville, KY 40223
Franchise.info@ljsilvers.com

Site Approval Form

Date:_____ **Prepared by:**_____

FRANCHISEE INFORMATION

Franchise Entity: _____ **If part of a Development Agreement, store: # ____ of ____**

Franchisee name: _____

Phone (specify cell, office, store, etc.): _____

Email address: _____

Real estate broker: _____

Broker phone number: _____

Broker email address: _____

LOCATION INFORMATION _____

Name of location trade area: _____

Address _____

Cross streets: _____

City/state/zip: _____

Landlord name: _____

Landlord contact: _____

Landlord phone number: _____

Location type: _____

(Street front, strip center, grocery-anchored, freestanding, etc.)

Location area: _____

(Downtown, campus, business park, suburban, etc.)

Name of jurisdiction issuing permits: _____

List the top 3 largest anchor stores/traffic generators, by size, and hours of operation:

1. _____

2. _____

3. _____

List the 3 competitors nearest to location, distance in miles and their hours of operation

1. _____

2. _____

3. _____

List the 3 restaurants nearest to location, distance in miles and their hours of operation

1. _____

2. _____

3. _____

List the 3 nearest company stores

(street address and distance in miles)

1. _____
2. _____
3. _____

List the top 3 area advantages

1. _____
2. _____
3. _____

SITE INFORMATION	**Rating (1-5 with 5 being most visible)/Comments**
Visibility of property/space from primary street:	_____
Visibility of property/space from closest intersection:	_____
Accessibility of property/space from primary street with most traffic:	_____
Parking at property/space:	_____
Vehicular traffic in front of property/space:	_____
Foot traffic in front of property/space:	_____

LEASE INFORMATION

Initial term (number of years):	_____
Number and length of options:	_____
Square footage (include dimensions):	_____
Base rent per square foot:	_____
CAM, taxes, and insurance per square foot:	_____
Percentage rent (yes/no):	_____
Estimated date of franchisee possession:	_____
Date first rent payment is due:	_____
Exclusive clause (yes/no):	_____
Radius restriction (yes/no):	_____

CONSTRUCTION INFORMATION

New construction (yes/no):	_____
Condition of Premises (vanilla, grey, demo):	_____
Tenant improvement allowance:	_____
HVAC (size of unit)	_____
Electrical (e.g. 400 amp, 3 phase):	_____
Backlit channel letters allowed (yes/no):	_____
Total square footage of signage allowed per city:	_____
Standard building signs allowed (yes/no)(type, height, sq. footage, logo, colors):	_____
Standard pylon sign allowed(sq. footage, logo, colors):	_____
Standard exterior building image allowed:	_____

Site lighting (foot candle, fixture type, color)(restrictions/requirements?): _____

Standard exterior menuboard allowed (yes/no): _____

FRANCHISEE'S SIGNATURE: _____ **DATE:** _____

ATTACHMENTS (please check all attachments)

_____ Copy of site plan for location (including name and location of co-tenants)

_____ Dimensioned footprint of proposed space (if inline or end cap)

_____ Copy of city signage requirements

_____ Pictures of the location:

_____ Close-up of the storefront (if inline or end cap)

_____ Panoramic of storefront/property showing neighboring tenants

_____ View from front of store towards parking lot/street

_____ View from front of the space to the left and right (if inline or end cap)

_____ Any pictures that will help with designing signage

_____ Photos of 3 closest competitors (building and signage)

_____ Photos of property from nearest intersections

PLEASE FORWARD COMPLETED FORM TO:

Long John Silver's, LLC
Attn: Development Director
10350 Ormsby Park Place, Suite 300
Louisville, KY 40223
Fax (502) 502.815.6298

EXHIBIT C-2
FORM LEASE ADDENDUM

FRANCHISE ADDENDUM TO LEASE AGREEMENT

THIS FRANCHISE ADDENDUM TO LEASE AGREEMENT (this "Addendum") is entered into this _____ day of _____, 20__, by and between _____, a(n)_____ ("Landlord") and _____, a(n)_____ ("Tenant") for the benefit of Long John Silver's, LLC a Delaware limited liability company ("Franchisor").

WHEREAS, Tenant and Franchisor have executed a Franchise Agreement (the "Franchise Agreement"), pursuant to which Franchisor has granted Tenant the right to establish and operate a Long John Silver's Restaurant at the following location:_____ (the "Premises");

WHEREAS, Tenant and Landlord are entering into a lease agreement (the "Lease"), pursuant to which Tenant will lease the Premises from Landlord; and

WHEREAS, Franchisor has required Tenant to include certain terms in the Lease in order to protect Franchisor's rights, and Landlord has agreed to such terms.

NOW, THEREFORE, for good and valuable consideration, the receipt of which the parties hereby acknowledge, Landlord and Tenant agree as follows:

1. Landlord agrees to: (a) make commercially reasonable efforts to furnish to Franchisor a copy of any default notice served on Tenant and/or another lessee under the Lease simultaneously with the service of the notice to Tenant and/or such other lessee; (b) provide Franchisor with notice of any proposed renewals, extensions, modifications and amendments to the Lease; (c) give Franchisor the opportunity, but Franchisor shall not be required, to cure any default by Tenant or other lessee under the Lease within fifteen (15) days following the expiration of any applicable cure period if Tenant and/or such other lessee fail to cure such default; and (d) to furnish to Franchisor, at Franchisor's request, a copy of any sales or operating information for the Premises provided by Tenant. All notices to Franchisor shall be sent to the following address: **Long John Silver's LLC, 10350 Ormsby Park Pl., Suite 300, Louisville, KY 40223 Attn: Legal Department,** with a copy to **legal@ljsilvers.com**, unless Landlord is notified otherwise in writing by Franchisor. No notice to Tenant shall be effective unless and until a copy thereof is served upon Franchisor.

2. Landlord agrees that if Franchisor exercises its right to cure a default by Tenant or upon termination (for any reason) or expiration of the Franchise Agreement, then Franchisor may, at its option, (i) succeed to Tenant's interests under the Lease, (ii) direct the assignment of the Lease to an entity owned or controlled by Franchisor, or (iii) direct the assignment of the Lease to an independent third-party franchisee of Franchisor upon obtaining Landlord's written consent, which consent may not be unreasonably withheld, conditioned or delayed. If Franchisor exercises its right under this Section, Franchisor or its assignee shall be recognized by Landlord as the lessee thereunder for the remaining term of the Lease. No assignment fee shall be required for Franchisor or its affiliate succeeding to Tenant's interest under the Lease. However, any assignment to another franchisee under subsection (iii), above, shall be subject to a transfer or assignment fee if required under the Lease. No assignment of the Lease will be subject to a rent acceleration provision in the Lease.

3. Landlord agrees that, upon expiration or termination of the Franchise Agreement, Franchisor shall have the right to enter the Premises to make any modifications or alterations

necessary in Franchisor's sole discretion to protect its franchise system, trademarks, trade names, trade dress and other intellectual property (including, removing any trade fixtures, interior or exterior signs or other items bearing its trademarks) without being guilty of trespass or any other tort or crime, provided that Franchisor will be responsible for the cost of repairing any damage to the Premises as a result of any modifications or alterations. Landlord agrees upon the expiration or termination of the Franchise Agreement to relinquish to Franchisor any and all liens or other ownership interests, whether by operation of law or otherwise, in and to any tangible property bearing Franchisor's trademarks, service marks or trade dress.

4 Upon Franchisor's delivery to Landlord and Tenant of its election to exercise its rights under this Addendum, Franchisor (or its designee) shall be entitled to all of Tenant's rights and interests in the Lease, as if Franchisor (or its designee) were the tenant under the Lease, including, by way of example and not limitation, the right to exercise any and all renewal options thereunder, without the need for any further action or instrument.

5. Landlord and Tenant expressly agree that Franchisor is an intended third-party beneficiary of the terms of this Addendum. Landlord and Tenant further agree that Franchisor has no liability or obligation under the Lease unless and until Franchisor exercises it right to assume the Lease under this Addendum.

6. In the event of any inconsistency between the terms of this Addendum and the terms of the Lease, the terms of this Addendum control. All of the terms of this Addendum, whether so expressed or not, are binding upon, inure to the benefit of, and are enforceable by the parties and their respective personal and legal representatives, heirs, successors and permitted assigns. The provisions of this Addendum may be amended, supplemented, waived or changed only by a written document signed by all the parties to this Addendum that makes specific reference to this Addendum and which must be approved in writing by Franchisor. This Addendum may be executed in one or more counterparts, each of which is an original, but all of which together constitute one and the same instrument.

LANDLORD:	**TENANT:**
_____,	_____,
a _____	a _____
By:_____	By:_____
Print Name: _____	Print Name:_____
Title:_____	Title:_____

EXHIBIT C-3

NON-TRADITIONAL RESTAURANT ADDENDUM

NON-TRADITIONAL RESTAURANT ADDENDUM
TO FRANCHISE AGREEMENT

THIS ADDENDUM TO FRANCHISE AGREEMENT (this **"Addendum"**) is entered into as of _____, 202___, by and between _____, a _____ ("**Franchisor**," "**we**," "**our**," or "**us**"), and _____ ("**you**" or "**your**" or "**Franchisee**").

R E C I T A L S

WHEREAS, Franchisor and Franchisee are parties to that certain Franchise Agreement dated of even date herewith (including all related exhibits and attachments, the "**Franchise Agreement**") pursuant to which Franchisee will operate a franchised _____ restaurant located at a Non-Traditional Venue with an address of _____ (the "**Non-Traditional Restaurant**"); and

WHEREAS, the parties now desire to modify the Franchise Agreement according to the terms and conditions set forth in this Addendum.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Relationship to Franchise Agreement; Recitals**. This Addendum shall be annexed to and form a part of the Franchise Agreement. All capitalized terms not otherwise defined in this Addendum shall have the meanings set forth in the Franchise Agreement. Except as modified by this Addendum, the Franchise Agreement remains in full force and effect. Any conflict between the provisions hereof and the Franchise Agreement shall be construed in favor of this Addendum. All references in this Addendum to "Sections," "Subsections," and/or "Exhibits" shall mean the applicable Section(s), Subsection(s), and/or Exhibit(s) of the Franchise Agreement, unless specified otherwise below. The Recitals above are incorporated into this Addendum by reference.

2. **Qualifications**. Franchisee represents, and in connection with signing this Addendum have provided Franchisor (or agree to provide promptly upon Franchisor's request) relevant supporting documentation, that: (a) Franchisee is authorized, or will obtain due authorization, to establish and operate a Non-Traditional Restaurant within or from the premises of a Non-Traditional Venue; and (b) Franchisee will remain a franchisee in good standing, and comply with the Franchise Agreement.

3. **Use of Franchise Premises**. Section 1.02(b) is hereby amended to allow the Franchisee to use the Franchised Restaurant Premises as follows:

[INSERT]

4. **No Equity Requirement for the Managing Owner**. Franchisee is not required to designate a Managing Owner or otherwise utilize a principal manager at the Non-Traditional LJS location who maintains an ownership interest in Franchisee. As a result, Section 1.02(c)(ii) and 1.02(c)(iii) of the Franchise Agreement is hereby deleted. Additionally, Franchisee shall not be required to complete Exhibit C of the Franchise Agreement concerning the Managing Owner.

5. **Term and Renewal**. Section 2.02(b) is hereby amended to provide that the term of the franchise granted pursuant to the terms of the Franchise agreement is ten (10) years from the date that the Franchised Restaurant opens for business as reported by the Franchisee in accordance with the terms of this Agreement and as reflected on the Company's records. Section 2.03 titled "Renewal" is hereby stricken in its entirety. Franchisee shall not be permitted to automatically renew the Franchise Agreement.

6. **POS System Requirements**. To the extent possible, Franchisee hereby agrees to comply with Section 3.02 of the Franchise Agreement, including the use of all technological hardware and software concerning the LJS Restaurant Equipment that is Approved and part of the Franchisor's Brand Standards for operating an LJS Restaurant. To the extent that the POS system and digital technology is not able to be installed at the LJS Non-Traditional Restaurant, Franchisee will promptly notify Franchisor and the parties will determine in good faith what Equipment is able to installed at the Franchised Restaurant Premises, with the goal of installing all of the Equipment required by LJS Brand Standards. Franchisee acknowledges and agrees that if the POS System it uses at the Non-Traditional Restaurant will record sales from third party businesses such as the host facility of the Non-Traditional Venue, then the POS System must differentiate between Franchisee's sales at the Non-Traditional Restaurant and those of the host facility.

7. **Renovation of Equipment and Premises**. Section 3.04 is deleted in its entirety.

8. **Fee(s)**. The following fees outlined in Section 6 are modified in the Franchise Agreement to reflect Franchisee's operation of the Restaurant from a Non-Traditional Venue:

a. **Royalty Fee.** Section 6.01 is revised to the extent necessary to reflect that the Royalty Fee payable to Franchisor shall be [__%] of Gross Receipts.

b. **Digital Transaction Fee.** Section 6.02 is revised to the extent necessary to reflect that the Digital Transaction Fee payable to Franchisor shall be [__%] of Gross Receipts.

c. **Advertising Fund Fee.** Section 6.03 is revised to the extent necessary to reflect that the Advertising Fund Fee payable to Franchisor shall be [__%] of Gross Receipts.

9. **No Relocation**. Franchisee will not be permitted to relocate its Non-Traditional Restaurant under any circumstance without the Company's express written approval.

10. **Advertising Fund.** Franchisee acknowledges that Non-Traditional Restaurants may not be eligible to participate in some or all of the Advertising Fund programs and Franchisor is not obligated to spend any amount on advertising in the geographical area where Franchisee will be located, nor does Franchisor guarantee that advertising expenditures from the Advertising Fund will benefit Franchisee.

11. **Grand Opening Promotion**. Section 6.02(b) of the Franchise Agreement is hereby deleted. Franchisee will either (a) not be required to conduct a grand opening advertising planning and development program, or (b) be required to contribute up to Ten Thousand Dollars ($10,000) to a grand opening advertising planning and development fund. To the extent that LJS determines, in its discretion, that the Non-Traditional location requires Grand Opening advertising planning and development, then Franchisee shall pay to the Company or its designee, upon execution of this Agreement, an additional sum of Ten Thousand Dollars ($10,000), for pre-

opening and opening advertising arranged for and placed by the Company or its designee. The Franchisee must give written notice to the Company of the opening of the Franchised Restaurant not less than thirty (30) days in advance of the Opening Date to allow the Company to arrange for pre-opening and opening advertising. The pre-opening/opening advertising fee is non-refundable.

12. **No Exclusivity or Protected Territory**. Franchisee acknowledges and agrees that it will not receive any territorial protection or exclusivity under this Addendum or the Franchise Agreement when operating the Non-Traditional Restaurant at a Non-Traditional Venue and that Franchisor and its Affiliates retain all rights and discretion with respect to the Marks, the System, the sale of products and services similar or dissimilar to those offered by Restaurants, and the operation or franchising of Restaurants anywhere located or to be located, and may engage in any business activities whatsoever, whenever and wherever they desire during the Term.

13. **Entire Agreement**. Franchisor and Franchisee each acknowledges that this Addendum: contains the entire understanding and agreement of the parties with respect to this Addendum's subject matter; supersedes all other written or oral exchanges, arrangements or negotiations between them or their representatives in this regard; and may not be altered, amended or modified, except by a writing properly executed by the parties.

14. **Counterparts**. This Addendum may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

15. **Electronic Signatures**. The counterparts of this Addendum may be executed and signed by electronic signature by any of the parties and delivered by electronic or digital communications to any other party to this Agreement, and the receiving party may rely on the receipt of such document so executed and delivered by electronic or digital communications signed by electronic signature as if the original has been received. For the purposes of this Addendum, electronic signature means, without limitation, an electronic act or acknowledgement (e.g., clicking an "I Accept" or similar button), sound, symbol (digitized signature block), or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.

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

FRANCHISOR	**FRANCHISEE**
LONG JOHN SILVERS, LLC	_____
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____

EXHIBIT C-4

LJS TECHNOLOGY AND SUPPORT SERVICES AGREEMENT WITH STATE-REQUIRED ADDENDA

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LJS TECHNOLOGY AND SUPPORT SERVICES AGREEMENT

THIS LJS TECHNOLOGY AND SUPPORT SERVICES AGREEMENT ("Agreement"), effective as of _____, 20__ ("Effective Date"), is between LONG JOHN SILVER'S, LLC ("LJS") a Delaware limited liability company having its principal place of business at 10350 Ormsby Park Place, Suite 300, Louisville, Kentucky 40223 ("LJS"), and _____, a _____ [corporation/limited liability company/limited partnership] having its principal place of business at _____ ("Franchisee").

WHEREAS, Franchisee and LJS now desire to enter into this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement agree as follows:

1. **DEFINITIONS**. Unless otherwise specifically set forth, the terms below will have the specified meaning for all purposes of this Agreement.

   1.1. Approved Equipment. All equipment, including hardware, software, technology and all associated cables and connectors that are specified by LJS as Approved Equipment under or with reference to this Agreement.

   1.2. Franchise Agreement. The signed agreement between LJS and Franchisee that governs the operation of an LJS restaurant owned and operated by Franchisee.

   1.3. Long John Silver's Operating System ("Computer System"). Computer software databases and systems used in connection with the Approved Equipment, including (but not limited to)the point of sale ("POS") software and hardware (including all applications and software related to mobile and online ordering and loyalty and rewards programs, as such programs become available through LJS at LJS's discretion), the back of house software designated by LJS, LJS's Network of the Future technology package, together with any other software that LJS may require to be utilized in the LJS restaurant.

   1.4. LJS Supported POS System ("LJS-Supported POS"). LJS franchisees utilizing the Genius POS Software ("Genius Cloud POS") are referred to in this Agreement as "LJS-Supported Franchisees".

   1.5. LJS Supported Back of House ("BOH"). The approved back of house system used with the Computer System, which is currently designated as the Macromatix BOH system, but may be changed at the discretion of LJS.

   1.6. LJS Technology and Support Services. All LJS technical support services as designated or provided by LJS, including (but not limited to) Help Desk, Data Management, Computer System Hardware (where provided by LJS), Vendor Management, Account Management, mobile ordering management, loyalty program assistance, kiosk assistance, and Project Implementation Services and other technology-related support services provided by LJS in LJS's discretion.

   1.7. Acceptance. Acceptance of this Agreement requires acceptance of all required hardware, software, and services.

2. FRANCHISEE RESPONSIBILITIES

Upon the Effective Date of this agreement, the Franchisee shall:

2.1. Franchisee will purchase or lease the Approved Equipment for each of its LJS restaurants listed on Exhibit 1, which Approved Equipment may be purchased through LJS or directly from certain LJS approved vendors at LJS's discretion. Franchisee shall also obtain such additional software, if any, as specified by LJS, which additional software may be purchased through LJS or directly from certain LJS approved vendors at LJS's discretion.

2.2. Franchisee will install, maintain and update as required the Approved Equipment (including the Computer System) at each LJS Restaurant, including paying all fees outlined herein.

2.3 Franchisee will install, maintain and update as required the Network of the Future internet connectivity and network infrastructure package to maintain a consistent high speed internet connection at Franchisee's expense.

2.4 Franchisee will maintain a full service contract with approved third party maintenance vendor(s) to provide preventive and remedial maintenance and support for the Approved Equipment and Computer System where such support services are not provided by LJS, at LJS's discretion at Franchisee's expense. These services shall be in addition to the LJS Technology and Support Services to be provided by LJS and described in Section 3 of this Agreement. Changes or modifications to a full service contract must be approved by LJS in advance. In the event that Franchisee effects a modification or change to a full service contract absent LJS's approval or the support for the primary hardware is terminated for any reason by the provider, then LJS shall have the right to terminate support, including Help Desk and Data Management, upon notice to Franchisee.

2.5. Attendance by Franchisee and any necessary employees at LJS Approved Equipment and Computer System trainings as required by LJS at Franchisee's expense. .

2.6. Agree not to install additional hardware or software not listed in the Approved Equipment on the Computer System without prior approval and certification by LJS.

2.7. Agree not to modify any hardware on the Computer System without prior approval and certification by LJS.

2.8. Maintain up to date Computer System workstation documentation and training materials in the restaurant.

2.9. Ensure that Franchisee's employees do not make unnecessary or frivolous calls to the LJS Help Desk.

2.10. Ensure that the management team and crew are adequately trained on the Computer System.

2.11. Franchisee will purchase the credit card solution offered by LJS, which is currently designated as Ingenico/Fiserv for kiosk and Verifone/Global Payments for POS, but is subject to change at the discretion of LJS.

2.12. If additional training is required, Franchisee and/or Franchisee's designated store management must attend any required training sessions at their expense prior to implementation.

3. **SERVICES**. Franchisee hereby engages LJS to perform for each Computer System and/or Approved Equipment item in Franchisee's LJS restaurants described on Exhibit 1 attached hereto the LJS Technology and Support Services under the pricing set forth in Exhibit 2 and as further described on Exhibit 3 attached hereto. Each service which is not a one-time service and is provided by LJS will be provided until the first "January 1" date following the Effective Date of this Agreement and then continuously renew automatically for additional one (1) year periods until:

3.1 Franchisee notifies LJS, upon at least ninety (90) days written notice before the end of the initial period or the then-current (1) year period, of its intention to discontinue LJS Technology and Support Services, but only to the extent that Franchisee's Franchise Agreement(s) for the LJS Restaurant(s) will be terminated within that ninety (90) day period; or

3.2. LJS elects to discontinue, on a system wide basis, providing any or all services as outlined in this Agreement and notifies Franchisee in writing of this election, at which point LJS may cease providing such services as of six (6) months from the date of the written notice.

3.3. LJS may elect to discontinue providing LJS Technology and Support Services to Franchisee upon ten (10) days' advance written notice, if (a) Franchisee repeatedly contacts LJS Technology and Support Services for unreasonable or unnecessary matters, or attempts to use LJS Technology and Support Services for the benefit of restaurants or locations not described herein; or (b) Franchisee fails to timely pay any amount due hereunder and does not cure such payment default within thirty (30) days of notice from LJS.

3.4. This Agreement will be automatically terminated if any Franchisee Agreement between LJS and Franchisee is terminated.

4. **ANNUAL FEES**. Franchisee will pay the fees set forth in Exhibit 2.

4.1. The first payment will be the monthly fee(s), plus any one time fees for services elected in accordance with Exhibit 2, as well as any applicable taxes. The first payment is due within thirty (30) days of Franchisee's receipt of invoice.

4.2. All fees subsequent to the first payment are due and payable in advance on a monthly basis pursuant to the payment schedule set forth on Exhibit 2. Such fees are subject to change as a result of a variety of factors, including increased vendor costs, the modification of any services provided by a third party, the substitution or modification of any vendor or addition of a new vendor, market conditions, and other reasons, and LJS will provide at least sixty (60) days notice of any changes to the fees set forth in Exhibit 2. In addition to any other remedies LJS may have,

Franchisee shall pay to LJS a late charge at a rate established by LJS, not to exceed the maximum rate permitted by law, on all delinquent fees required to be paid to LJS by Franchisee pursuant to this Agreement. Such late charges shall commence on the first day of the month following the month in which such fees are due.

4.3. The Franchisee also agrees to pay all fees associated with the Approved Equipment maintenance contract(s). Failure to stay current with the approved hardware, software, and/or service provider(s) may result in termination of LJS Technology and Support Services.

4.4. LJS has the right to charge interest at the lesser of twelve percent (12%) per annum or the maximum rate allowed under applicable law for payments that are not received on the due date. LJS has the right to suspend service for any account that is past due, and the right to require payment in advance and/or to refuse service to anyone who does not meet LJS's credit terms. LJS may also temporarily discontinue services until payment is made in full.

5. SERVICES EXCLUDED

LJS will not provide the following services:

5.1. Help Desk support for equipment, technology or software not approved by LJS.

5.2. The preventive, remedial maintenance and support for the Approved Equipment to be provided by third-party vendors as described in Section 2.2 above.

5.3. Any other services not specifically set forth in this agreement.

6. CONFIDENTIALITY; DATA

6.1. Each party will consider all non-public information provided by the other party under this Agreement to be confidential ("Confidential Information") and shall not disclose any such information to any non-affiliated person unless such party first obtains prior written permission from the discloser of such information. Each party agrees that all documents and other materials containing Confidential Information (whether a part of Services or otherwise) delivered to it and all reproductions, translations, and presentations thereof, will at all times be and remain the property of the delivering party, and that the same will be returned immediately upon demand at any time.

6.2. Confidential Information will not include any information (i) already known to the receiving party at the time of disclosure, (ii) in the public domain through no fault of the receiving party, (iii) which later becomes known from a third party without restrictions on disclosure, or (iv) which is independently developed by the receiving party.

6.3. Franchisee is responsible for all data Franchisee supplies under this Agreement.

7. WARRANTIES

7.1. Services -- LJS warrants that it will provide Services each month in a commercially reasonable manner consistent with the terms of this Agreement. This warranty begins upon the completion of each month in which Services were performed (whether a Service call, installation, or other activity), and continues for a period of 30 days following the end of such month unless an Addendum specifies a different period.

7.2. Other Companies' Products -- LJS may provide Franchisee with, or recommend that Franchisee acquire or license, products that Franchisee acquires or licenses directly from another company. Notwithstanding anything to the contrary the terms of this Agreement do not apply, and instead the other company's terms concerning license, support, and other terms apply, unless LJS specifically agrees in writing which references this Section 7.2 to provide certain warranty or support.

7.3. UNLESS OTHERWISE AGREED IN AN ADDENDUM, THE PROVISIONS OF THIS SECTION 7.3 WILL APPLY. FRANCHISEE ACCEPTS RESPONSIBILITY TO VERIFY THAT THE PRODUCTS OR SERVICES FRANCHISEE ACQUIRES WILL MEET FRANCHISEE'S SPECIFIC REQUIREMENTS. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT OR AN ADDENDUM, LJS DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LJS HAS NO WARRANTY OBLIGATION FOR THIRD PARTY PRODUCTS.

8. REMEDIES

8.1. Right to Refund for Breach of Warranty -- If LJS does not fully perform Services during a particular month as required by the warranty provisions of this Agreement or any Addendum, then if Franchisee provides prompt written notice to LJS by no later than the end of the following month, LJS will use its reasonable commercial efforts to re-perform the Services. If LJS does not succeed within a reasonable time, Franchisee may obtain a credit equal to the amount charged for that portion of the defective Service for that month.

8.2. LJS has the right to collect from Franchisee any amounts Franchisee owes but fails to pay as required by this Agreement. LJS reserves the right to discontinue services with no further obligations if amounts owed are not paid within thirty (30) days of the invoice date, and provided LJS has given Franchisee ten (10) days' written notice of such nonpayment.

8.3. Exclusive Remedies – Franchisee's and LJS's rights and remedies set forth in this Agreement or an Addendum are exclusive and in lieu of all other rights and remedies related to any Addendum, Services or Software. Except as provided in this Section 8, neither Franchisee nor LJS will be liable to each other for the other's losses or damages or expenses, including but not limited to lost profits or loss of data.

9. GENERAL PROVISIONS.

9.1. Ownership of Intellectual Property. LJS shall own all intellectual property rights resulting from any Services provided under this Agreement, including any improvements thereto or derivations therefrom.

9.2. Governing Law and Jurisdiction. This Agreement is executed in and shall be governed in accordance with the laws of the Commonwealth of Kentucky as to interpretation, validity, performances and enforcement of same. The parties agree that any action arising out of or relating to this Agreement shall be instituted and maintained only in a state or federal court of general jurisdiction in Jefferson County, Kentucky, and all parties irrevocably submit to the jurisdiction of such court and waive any objection they may have to either the jurisdiction or venue of such court.

9.3. Force Majeure. Neither party shall be deemed to be in violation of this Agreement if such party is prevented from performing any of its obligations hereunder for any reason beyond its reasonable control, including without limitation acts of God, acts of terrorism or any public enemy, elements, floods or strikes, or statutory or other laws, regulations or rules or orders of the federal or any state and local government or any agency thereof.

9.4. Notices. All notices required or contemplated under this Agreement shall be in writing and shall be deemed effective when received, or delivery is attempted, via receipted mail (including electronic mail) or facsimile, postage prepaid as applicable, and addressed to the location and person designated in this Agreement, or such other person or address as is designated in a written notice or to such other address as the person to whom notice is given may have previously furnished to the other party in writing.

If to LJS:

Long John Silver's, LLC Attn: Chief Technology Officer
10350 Ormsby Park Place, Suite 300
Louisville, Kentucky 40223

With a copy to legal@ljsilvers.com

If to Franchisee:

_____
Attn:_____
_____
_____

9.5. Miscellaneous. This Agreement, together with any Addenda, constitutes the entire agreement of the parties and supersedes all prior oral and written agreements or understandings between them concerning the matters provided for herein. Any

modifications to this Agreement shall be valid only if made in writing and signed by the parties. No failure or delay by either party in exercising any rights under this Agreement shall operate as a waiver of such rights. Any terms which by their nature should survive the termination of an Addendum, shall survive such termination.

9.6. This Agreement and any amendments may be executed by original signatures, facsimile, or electronically. The Agreement and Addenda may not be assigned without express written consent of LJS, which will not unreasonably be withheld or delayed, except that LJS may assign to commonly owned affiliates. This Agreement will be binding on the successors, administrators and assigns of the parties.

Franchisee acknowledges that for purposes of this Agreement that LJS is an independent contractor and is not Franchisee's agent, partner, joint venturer or employee.

LONG JOHN SILVER'S, LLC

By:_____
Title:_____

FRANCHISEE
Name:_____

Title:_____

By:_____

EXHIBIT 1
LJS Restaurant
Support Site Locations

LIST BELOW OR ATTACH SITE LOCATIONS

EXHIBIT 2
LJS TECHNOLOGY AND SUPPORT SERVICES PRICING

SOFTWARE, TECHNOLOGY AND SERVICE FEES
(priced on a per restaurant basis, billed monthly in advance)*:

Technology/ Services	Fee Description	Fee Type	Vendor	One-time Charges	Recurring Monthly Charges	Billing Source
Technology Support and Help Desk Set Up Fee	Administrative set up of Help Desk	Required	LJS	$1,000	n/a	LJS
Technology Support	Service Desk support for LJS Restaurant	Required	LJS		$132.00	LJS
BOH PC Fee	Hardware, Support and Maintenance for BOH Computer	Required	LJS	$400	$20.00	LJS; Vendor
Macromatix BOH Fee	BOH Software	Required	Fourth		$91.00	Fourth
Digital Transaction Fee	Transaction fee for Mobile, Web, Kiosk and Delivery Orders, including loyalty program technology support. Used by LJS in connection with testing, administering, and developing LJS's technology infrastructure and loyalty program.	Required	LJS	n/a	3.5% of Gross Receipts of all digital transactions. LJS may adjust the fee charged at its discretion.	LJS
POS Software License Fee	POS recurring software subscription fee	Required	Genius	n/a	$120.00	Genius
POS Deployment Fee	One-time fee for support upgrading locations to new POS	Required	LJS	$1000	n/a	LJS (Services Invoice)
Commerce Hub Transaction Fee	FiServ processor fee (kiosk only)	Required	FiServ		.03 per transaction	FiServ
CC Reader Maintenance Fee	Vendor CC monthly	Required	FiServ		$8.25	FiServ

	maintenance fee					
Network of the Future (Infastructure)	Network cabinet, internet connection, 4G backup, 24 hour monitoring, remote reboot, VoIP phone, and new network equipment	Required (36-month term)	Interface Security Systems (ISS)	$4,348	$299.00	ISS
Digital Menu Boards Bundled (Interior)	Digital Menu Content Management	Both interior and exterior are required if hardware installed	Genius	n/a	$71.00	Genius
Digital Menu Boards (Exterior)	Digital Menu Content Management	Both interior and exterior are required if hardware is installed	Genius	n/a	$71.00	Genius

Total Annual Charges Paid to All Parties (Not including per transaction expenses):	$9,747.00
Total Recurring Monthly Charges Paid to All Parties (not including per transaction expenses):	$812.25
Total Annual Charges Paid to LJS (not including per transaction expenses):	$1,824.00

* Pricing subject to change quarterly date upon thirty day's notice by LJS.

**LJS will evaluate, at the time of engagement, the total amount of work effort to provide the LJS-Supported POS database setup.

Exhibit 3

LJS TECHNOLOGY AND SUPPORT SERVICES

Technology Support Services Include:

- Single "800" phone number for all restaurants.
- Single point of accountability and total escalation management of ALL calls through resolution.
- Case Management system provides all the data elements required.
- Category of problems are stated as follows:
    - General Inquiry: Status type questions.
    - Application Usage: "How-to" questions.
    - Software and Menu / Pricing questions.
    - Request for Hardware support ("Break/fix" type support) or hardware maintenance dispatch, additional assistance for problems or application usage issues.
- Escalation occurs automatically through the case management system.
    - Number of calls.
    - Average speed of answer.
    - Number of abandoned calls.
    - Average length of phone call.
- Case Management System provides reporting for number and percentage of calls:
    - Resolved by the Help Desk.
    - Dispatched for hardware repair.
    - Directed to Level 3 support.
    - Directed to Third Party software support (if applicable).
    - Directed to customer specified support.

Hardware/Software related problems will be supported for the following systems:

- LJS Supported Point of Sale (POS) – Genius
- POS and Kiosk Hardware (where installed)
- LJS Supported Back Office Software - Macromatix or other approved BOH software (as designated by LJS)
- Back Office PC
- LJS Supported Network Solution – Network of the Future Interface Systems
- Other supported hardware – Credit Card readers, Drive Through Timers, Tablet Computers

Franchisee must only use LJS certified and approved hardware and software and have a current LJS approved hardware and software maintenance contract to be eligible.

Help Desk services are provided for problem diagnostics and problem resolution only. Operational or "how to calls" should not be placed to the Help Desk. Training is the sole responsibility of Franchisee.

Hours of Operation:

The current Help desk coverage is 363 days a year, closing only for Thanksgiving and Christmas Day. The current help desk coverage per day is as follows:

9:00am – 11:00pm Eastern Mon-Fri (14 hours)
9:00am – 11:00pm Eastern Sat & Sun (14 hours)

Definition of Levels I, II, and III Help Desk Support Services

The following describes the responsibilities of each of the three levels of support provided by the Help Desk:

Level I Responsibilities (Front Line)

- ♦ Manage resolution at 85% of incoming calls.
- ♦ Focus is management of high volume and quick response.
- ♦ Eliminate non-technical or end-user errors.

- Escalation point for higher level issues
  - ♦ Dispatch and follow-up hardware calls.
- Maintain problem ownership through resolution.
- Focus on returning systems to operational state in full or degraded mode.

Level II Responsibilities (Technical Support)

- Manage resolution at 95% of 15% escalated by Level 1.
- Handles overflow of incoming calls.
  - ♦ Isolate and resolve higher level hardware and software technical issues.
  - ♦ Provide technical consultation to field and help desk.

Level III Responsibilities (Solution Specific Specialists)

- ♦ Manage escalated issues from Level 1 and Level 2.
- ♦ Isolation to module or code failure.
- ♦ Replication of solution issues on lab systems.
- ♦ Perform problem trending.
- ♦ Provide certified software patches or workarounds (if required).
- ♦ Provide technical consultation to field and help desk.
- ♦ Escalated point of contact for solution specific specialists(i.e. Development, QA, Data Management, Vendor Services).

DATA MANAGEMENT – LJS-SUPPORTED POS

Data and Menu Management Services Include:

- Simplified order entry and key navigation on the POS
- Accurate and timely POS updates including:
  - Addition of new menu items
  - Retail price of menu items
  - Addition/deletion or change in the coupons offered
  - Tax Rate changes
  - Hardware configuration, the adding or taking away of devices, including printers, terminals, etc.
  - Standard kitchen video routing schemes available by concept, including multi-brand concepts
  - Security functions (i.e. Void Order requires Y or N)

Items where standards must be maintained:

- Order Entry (the flow of key sequence, modification of order)
- Location of keys/ color of keys
- Core or standard items remain on frames
- All meals default to 'choice of side items' which is the standard
- Discounts, company standards of 10%, 50%, 100%
- Help or instruction text
- Standard packing procedures (recipe of sandwiches must remain)

Following are the hours during which this service will be provided

- 8:00am-5:00pm Eastern Monday – Friday
- On call pager support after hours and weekends until 10pm Eastern

Following are the lead times required to perform this service

- 5-day lead time (business days) for routine changes
- 10-day lead time (business days) for non-routine changes
- 20-day lead-time (business days) to add approved new concept

POS Definitions

Routine Updates – The modifications to existing menu items, coupons or the addition of new coupons to support existing menu items. Minor pricing updates of less than 10 menu items. Tax rate updates or adjustments.

Non-Routine Updates – The introduction of a new approved product line, which results in the set-up of the menu items and associated condiments new prices, keys, etc. Price revision, where more than 10 of the menu item prices are being updated.

New Concept – The addition of a 2nd brand and the corresponding menu items relating to that brand.

Best efforts to achieve 24-hour turnaround on severity 1 emergencies. 8am-5pm Monday through Friday

Best efforts to achieve 48-hour turnaround on non-emergency calls 8am-5pm Monday through Friday

BOH PC SUPPORT FEE

BOH PC Support Fee One-time charge includes the provision of the following approved hardware:

- Monitor
- Keyboard
- Mouse
- Mini-PC

BOH PC Support Fee Recuring charge includes the following support services:

- Maintenance, replacement, and technology refresh of Mini-PC
- Monitor, keyboard, and mouse are not covered.
- Configuration and support of Mini-PC
- Office 365 subscription

MACROMATIX BOH FEE

Monthly subscription for Back Office Software that provides:

- Inventory Management
- Cash Management
- Labor Management and Scheduling

DIGITAL TRANSACTION FEE

This fee includes support for LJS's provision of modern digital transaction and loyalty program services (as such services become available). These include:

- Mobile Ordering Platform licensing fee which includes
    - LJS Website Ordering
    - LJS App Ordering
    - Geocoding
    - Bikky Customer Data Platform
- LJS Loyalty Platform
    - Loyalty POS Intelligence Platform
    - Core Offers and Reward Management
    - Digital Offers Wallet
- Genius XOO
    - Integration with Mobile Ordering Platform
    - Integration with Delivery providers
    - Kiosk integration
- Kiosk
    - Payment integration

    - Configuration and Support
- Yext
    - Restaurant Hours
    - Reviews

In addition, LJS's Digital Transaction Fee covers LJS's provisions of vendor and resource management of multiple vendors providing support for the following technology platforms and services:

- Point of Sale Hardware (HP, Genius)
- Point of Sale Software (Genius)
- Ingenico/Verifone credit card system
- Fiserv (Credit Card Processing)
- Global Payments (Credit Card Processing)
- Back of House (HP, and BMax)
- Speed of Service (HME and Acrelec)
- Digital Menu Boards (Genius)
- Website, Mobile Ordering App, and Kiosk (Plein Air)
- Customer Loyalty (SparkFly)
- Tracks and reports on vendor metrics against Service Level Agreements
- Follows up on invoicing and billing questions
- Follows up on outside of scope charges (billable dispatches)

Such vendors may change based on LJS's discretion. Notice will be provided at least sixty (60) days prior to any such change.

Furthermore, this fee supports the research and exploration of new restaurant technologies.

POS SOFTWARE LICENSE FEE

Monthly subscription for Genius POS Software:

- Point of Sale Software
- Kitchen Display Software
- Genius Helpdesk Fee

POS DEPLOYMENT FEES

Project management fees for the configuration, deployment, and installation of LJS POS systems, which include the following services:

- Provide Franchisee with consistent and professional Project Management of LJS-Supported POS implementation from purchase decision until "go live".
- Provide a "single point of contact" for assistance with all aspects of LJS-Supported POS implementation.
- Coordinate ordering and installation of all hardware and communications i.e., DSL.
- For conversions of existing POS, coordinate installation of electrical outlets, data wiring or other required facility related items in accordance with local electrical codes.
- Ensure achievement of all LJS-Supported POS Configuration requirements.

- Ensure achievement of LJS-Supported POS training requirements.
- Schedule and coordinate appropriate software and hardware installation activities.
- Follow up on all outstanding issues.

Service availability and lead times.

- Services are generally available during business hours M-F 8:00 AM – 5:00 PM Eastern. As business needs dictate, these services can be available outside of normal business hours for an additional fee.
- The required lead-time to get a restaurant up and running on LJS-Supported POS is generally 90 days.

CREDIT CARD AUTHORIZATION AND TOKEN/ENCRYPTION FEES

Fees charged by Fiserv or Global Payments for in restaurant credit card sales. Additional pass through and service fees will also be charged as charged by the vendor.

E-COMMERCE TRANSACTION FEE

Fees charged by Fiserv or Globa Payments for online credit card sales. Additional pass through and service fees will also be charged as charged by the vendor.

DIGITAL MENU BOARDS BUNDLED (EXTERIOR AND INTERIOR)

Management and deployment of digital menu board content. Charged upon installation of digital menu boards.

LJS-SUPPORTED POS/LJS BOH Training

Training for LJS-Supported POS is accomplished by:

- Training terminal sent out 2 weeks prior to conversion. This will allow restaurant personnel to practice management functions, ringing in orders, cashing out orders and modifying existing orders
- Reproducible Training materials are sent with the training terminal for both Management and Team member training
- The training terminal will become one of the converted terminals when LJS-Supported POS is installed
- There is no cost for this training

Training for the LJS BOH is accomplished by the following and includes training on the POS, BOH, and KDS

- Franchisee must contact Franchise Services to arrange LJS BOH training
- Training is conducted as needed in the Louisville RSC
- Training is MANDATORY prior to opening if the Franchisee does not already have any other restaurants with the LJS BOH. If the Franchisee does have other restaurants with the LJS BOH, attendance is at the Franchisee's discretion.
- LJS BOH training is free but Travel and Lodging are at the Franchisees' expense
- Onsite training can be provided for the following. There is a $500 charge for onsite training as well as all Travel charges and Expenses. Each additional day of training will incur $500. Onsite training includes
  - Training on the POS, BOH, and KDS
  - Day 1 go-live support
  - Day 2 opening support

ADDENDUM TO LJS TECHNOLOGY AND SUPPORT SERVICES AGREEMENT FOR THE STATE OF ILLINOIS

This Addendum is to the LJS Technology and Support Services Agreement between Long John Silver's, LLC and Franchisee to amend and revise said LJS Technology and Support Services Agreement as follows:

1. Section 9.2 of the LJS Technology and Support Services Agreement is amended by the addition of the following language to the original language that appears therein:

> "This Section is subject to the Illinois Franchise Disclosure Act where the franchise is located in Illinois."

Except as modified hereby, the LJS Technology and Support Services Agreement remains in full force and effect as written.

In witness whereof, each of the undersigned hereby acknowledges having read this Addendum, and agrees it shall become effective the ____ day of _____, 20__.

LONG JOHN SILVER'S, LLC

By:_____

_____
Its

_____
Date

FRANCHISEE

By:_____

_____
Its

_____
Date

ADDENDUM TO LJS TECHNOLOGY AND SUPPORT SERVICES AGREEMENT FOR THE STATE OF MARYLAND

This Addendum is to the LJS Technology and Support Services Agreement between Long John Silver's, LLC and Franchisee to amend and revise said LJS Technology and Support Services Agreement as follows:

1. Section 9.2 of the LJS Technology and Support Services Agreement is amended by the addition of the following language to the original language that appears therein:

> "Franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise."

Except as modified hereby, the LJS Technology and Support Services Agreement remains in full force and effect as written.

In witness whereof, each of the undersigned hereby acknowledges having read this Addendum, and agrees it shall become effective the ____ day of _____, 20__.

LONG JOHN SILVER'S, LLC

By:_____

_____
Its

_____
Date

FRANCHISEE

By:_____

_____
Its

_____
Date

EXHIBIT C-5

ACCESS AND POLLING AGREEMENT

ACCESS AND POLLING AGREEMENT

This Access and Polling Agreement ("Agreement") is entered into by and between **LONG JOHN SILVER'S, LLC** ("LJS") and the undersigned franchisee ("Franchisee") as of the date of last execution of this Agreement indicated on the signature lines below.

BACKGROUND

A. Franchisee operates one or more LJS restaurants as an LJS franchisee pursuant to one or more LJS Franchise Agreements ("Franchise Agreement(s)").

B. Franchisee has installed and is utilizing a Genius point of sale ("POS") system in its LJS Restaurants and/or the Macromatix Retail Operating System or other designated back of house operating system ("BOH") pursuant to an LJS Technology and Support Services Agreement ("Support Agreement") for the LJS restaurant locations listed on Exhibit 1 ("Locations").

C. Franchisee and LJS acknowledge that potential advantages to the LJS system related to marketing, purchasing, and inventory management can be obtained from LJS's polling of the information and files that Franchisee and other LJS franchisees maintain on their BOH systems.

D. The parties acknowledge that LJS currently has certain rights to obtain data and records from Franchisee, as specified in the Franchise Agreement(s), and that by accessing and polling Franchisee's BOH Systems directly, the benefits to the LJS System may be maximized.

E. LJS and Franchisee desire to make such information and files available for polling by LJS to help to achieve such benefits.

ACCORDINGLY, LJS and Franchisee agree as follows:

1. Franchisee hereby agrees that LJS may poll and access, upload/download, retrieve and analyze, at LJS's discretion all of Franchisee's data files, including financial information, balance sheets for each LJS Restaurant, daily sales activity, and other relevant financial information at its LJS restaurants at the Locations to benefit the LJS System and aid LJS in making informed decisions concerning the LJS System.

2. LJS agrees that it will not use the data or files for any purpose other than to assist in decisions designed to analyze and/or benefit the LJS System, primarily in the areas of marketing, purchasing and inventory management, and in connection with LJS's rights and obligations in connection with the Franchise Agreement(s) with Franchisee. LJS agrees that it will not disclose or disseminate any of Franchisee's system data or files to any non-LJS third party unless at Franchisee's request. The foregoing shall not prevent LJS from sharing aggregated Franchisees' data without identification of individual franchisee data, with brand-specific franchise organizations, product suppliers or other vendors for the purpose of achieving LJS System benefits.

3. LJS agrees that its data collection will not interfere with the operation and administration of the Franchisee's restaurant(s).

4. This Agreement shall not create any duty on the part of LJS to retrieve or utilize Franchisee's data and it shall continue in effect until the parties mutually agree in writing to modify

or terminate it. Neither the execution, performance nor termination of this Agreement has any effect on any other agreement between the parties.

LONG JOHN SILVER'S, LLC

_____

"Franchisee" Organization Name

By:_____

As Its:_____

Date:_____

By:_____

As Its:_____

Date:_____

Site #'s:_____

_____

_____

_____

_____

EXHIBIT C-6

RENEWAL RELEASE AGREEMENT

RENEWAL RELEASE AGREEMENT

THIS RENEWAL RELEASE AGREEMENT ("Agreement"), dated for reference purposes as of _____, 20__, is executed and delivered to **LONG JOHN SILVER'S, LLC** ("LJS") by _____ ("Franchisee"), _____ and _____ "Principals") (with the foregoing individuals being collectively referred to as

Background:

A. Under the terms of a Long John Silver's Franchise Agreement dated as of _____ ("Franchise Agreement"), LJS granted to Franchisee the right to develop and operate a Long John Silver's restaurant at the location described in the Franchise Agreement. Under the terms of individual personal guaranties dated on or about even date with the Franchise Agreement ("Guaranties"), Principals guaranteed to LJS the Franchisee's payment and performance obligations under the Franchise Agreement.

B. Franchisee desires to exercise a renewal option, or to execute a new franchise agreement following the expiration of all existing option terms under the Franchise Agreement. Among the conditions precedent to Franchisee's exercise of such a renewal option or execution of a new franchise agreement is the execution and delivery of a general release to LJS.

ACCORDINGLY, in exchange for of LJS's consideration of Franchisee's renewal of its Franchise Agreement, Franchisee and Principals agree as follows:

1. Franchisee and Principals, for themselves and their respective affiliates, owners, members, shareholders, agents, representatives and employees (including without limitation any affiliated individual or entity that has, that had in the past or that may have in the future a franchise relationship with LJS) hereby release and forever discharge LJS and its affiliated companies and subsidiaries (including without limitation Four Oaks Partners, LLC and LJS Partners LLC) and their respective successors and assigns, and each of their collective owners, members, shareholders, managers, officers and employees (the "Released Parties") from any and all claims or liability, whether known or unknown, arising or accruing on or prior to the date of this Agreement, from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, covenants, contracts, controversies, agreements, promises, damages, judgments, claims and demands whatsoever, in law or in equity, which Franchisee and Principals, their representatives, successors or assigns, ever had, now have or which it or any of them hereafter can, shall or may have against the Released Parties, or any of them, upon or by reason of the Franchise Agreement and its negotiation or performance thereunder or the franchise or business relationship which may have existed between or among any of them.

2. Franchisee and Principals acknowledge and agree that all prior discussions and negotiations leading up to the execution of this Agreement are merged into and superseded by this Agreement, and that LJS has made no representations, warranties or agreements other than those specifically set forth herein. This Agreement contains the entire agreement between the parties with respect to its subject matter. This Agreement may be amended only by a written agreement executed by LJS, Principals and Franchisee.

3. Franchisee and Principals acknowledge and agree that LJS has given them ample opportunity to have this Agreement reviewed by legal counsel. Franchisee and Principals represent to LJS that they have entered into this Agreement freely and without duress, and that the consideration to be given by the parties hereunder represents the fair and bargained-for agreement of the parties.

4. This Agreement shall be interpreted in accordance with the laws of the Commonwealth of Kentucky and all obligations hereunder are performable in Louisville, Jefferson County, Kentucky. Should either party institute legal proceedings relating to this Agreement, such proceedings must be commenced in a court of competent jurisdiction in Jefferson County, Kentucky.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

[Franchisee]

By:_____

Its:_____

[Principals]

_____

_____

_____

EXHIBIT C-7

FORM OF ASSIGNMENT AND TRANSFER AGREEMENT

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FORM OF ASSIGNMENT AND TRANSFER AGREEMENT

THIS ASSIGNMENT AND TRANSFER AGREEMENT ("Agreement") is made and entered into as of _____, by and among Long John Silver's, LLC, a Delaware limited liability company with its principal office at 10350 Ormsby Park Place, Suite 300, Louisville, KY 40223 ("Franchisor"); _____, a _____ with its principal office at _____ (hereinafter "Assignor"); and _____ a _____ with its principal office at _____ (hereinafter "Assignee").

1. Introduction

Assignor entered into that certain franchise agreement with Franchisor dated _____ (together with any related addenda, supplements, options, rights-of-first-refusal, transfer consents and other agreements, etc., the "Franchise Agreement") and thereby obtained a franchise for the operation of an LJS Restaurant. Assignor desires to assign all its rights and obligations under the Franchise Agreement to Assignee. Assignee desires to obtain such rights and is willing to assume such obligations. Franchisor is willing to permit such assignment and assumption on the terms and conditions set forth herein. The "Effective Date" of this Agreement is the date of execution of this Agreement by the final signatory to this Agreement.

2. Assignment and Assumption; Post-Term Non-Compete Acknowledgment

Subject to the terms and conditions contained in this Agreement, Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Franchise Agreement and delegates to Assignee all of Assignor's duties and obligations of performance under the Franchise Agreement, and Assignee hereby accepts the assignment of such right, title and interest and assumes such duties and obligations effective immediately upon execution of this Agreement by all parties hereto. Assignee hereby agrees to assume and perform all duties and obligations of Assignor under the Franchise Agreement; to be bound by all of the covenants, terms, conditions, agreements and undertakings of Assignor contained and set forth in the Franchise Agreement; and, to assume in all respects the status, rights, duties and liabilities of Assignor under the Franchise Agreement, effective immediately upon the execution of this Agreement by all of the parties to this Agreement. Assignee hereby agrees to pay, honor and discharge all obligations of Assignor under the Franchise Agreement, at the times and in the manner provided as though they were original obligations of Assignee or as though Assignee had originally executed the Franchise Agreement as the franchisee thereunder. Assignor acknowledges and agrees that any advertising contribution surplus shown on Franchisor's records will not be available for transfer to Assignee. The parties agree to perform all acts and to execute and deliver all documents that may be reasonably necessary to carry out the provisions of this Agreement.

Assignor further acknowledges and agrees herein that part of the consideration of this agreement and in order to obtain Franchisor's acceptance and consent to such

assignment, Assignor hereby fully acknowledges and agrees to comply with all post-term restrictive covenants set forth in the Franchise Agreement, including, but not limited to, all non-compete, non-solicitation, confidentiality and other such restrictive covenants.

3. Partial Discharge of Assignor

The assignment by Assignor of its rights and obligations under the Franchise Agreement will relieve Assignor of its duty to discharge all duties and obligations of performance arising under the Franchise Agreement, with the exception of (i) all obligations to Franchisor (monetary or non-monetary) owed prior to the Effective Date of this Agreement, whether under the Franchise Agreement or otherwise and (ii) those obligations which expressly or by their nature survive termination or expiration of the Franchise Agreement until such obligations are satisfied in full or by their nature expire.

4. Consent

Franchisor consents to the assignment by Assignor of its rights, duties and obligations of performance under the Franchise Agreement to Assignee.

5. Acknowledgment

Assignor, Assignee and Franchisor hereby acknowledge and agree that the sale and assignment of Assignor's LJS Restaurant franchise and the Franchise Agreement (and the agreements ancillary thereto) to Assignee were not effected by or through Franchisor, and that Franchisor's activities in connection therewith were limited to the exercise of its rights of approval or disapproval under the Franchise Agreement.

6. Transfer Fee

On or prior to the Effective Date of this Agreement, _____ shall pay Franchisor the transfer fee of _____ that is payable in connection with the proposed assignment by Assignor of its rights, duties and obligations of performance under the Franchise Agreement to Assignee.

7. Owner's Personal Guaranty/Confidentiality and Non-Competition Agreement

Assignee represents to Franchisor and agrees that the ownership information listed on Exhibit A hereto and submitted to Franchisor is current, complete and accurate as of the Effective Date of this Agreement, and accurately identifies Assignee's owners, Principal Operating Owner, Managing Owner, and, where applicable, Principal Manager. _____ shall replace _____ as a personal guarantor(s) of the Franchise Agreement by each executing the form of Personal Guaranty attached hereto as Exhibit B. Further, each of Assignee's Owners shall execute the form Confidentiality and Non-Competition Agreement attached hereto as Exhibit C.

8. Assignor's Representations

Assignor affirms and represents that as of the Effective Date of this Agreement, Assignor has fully complied with all its obligations to Franchisor, both monetary and otherwise, whether under the Franchise Agreement assigned hereunder or any other agreement, arrangement or understanding with Franchisor or its Affiliates.

9. Assignor's General Release

In consideration of the consent to this assignment by Franchisor and for other good and valuable consideration, Assignor hereby releases and discharges Franchisor, its corporate parents, subsidiaries and affiliates (including Long John Silver's, LLC, LJS Opco One, LLC, LJS Opco Two, LLC, and Four Oaks Partners, LLC) and the respective owners, officers, directors, members, managers, agents, attorneys, contractors and employees of each of the foregoing entities (in their corporate and individual capacities), and their heirs, executors, administrators, successors and assigns ("Released Parties"), from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law, admiralty or equity, which against any Released Parties, Assignor, Assignor's heirs, executors, administrators, successors and assigns ever had, now have or hereafter can, shall or may have, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the Effective Date of this Agreement, including, without limitation, claims arising under federal, state and local laws, rules and ordinances.

In making this voluntary express waiver, the Assignor acknowledges that claims or facts in addition to or different from those which are now known to exist with respect to the matters mentioned herein may later be discovered and that it is Assignor's intention to hereby fully and forever settle and release any and all matters, regardless of the possibility of later discovered claims or facts. Assignor hereby acknowledges that it has had adequate opportunity to gather all information necessary to enter into this Agreement. The release is and shall be and remain a full, complete, and unconditional general release. Assignor acknowledges and agrees that the foregoing waiver is an essential, integral and material term of this Agreement. No violation of this Agreement shall void the release set forth in this Section 9.

10. Assignee's Conditions Precedent

As conditions precedent to Franchisor's consent to the assignment from Assignor to Assignee as described in this Agreement, Assignee shall, on or prior to the Effective Date of this Agreement or such other date as shall be set forth below:

(a) execute Franchisor's then-current Franchise Agreement within six (6) months of the transfer or assignment;

(b) Provide to Franchisor a fully executed copy of Assignee's lease for the Franchised Restaurant premises that contains language as required by Section 11.02(c) of the Franchise Agreement so as to allow Franchisor to de-identify the Franchised Restaurant premises upon termination of the Franchise Agreement, and that allows Franchisor to assume the lease upon the termination thereof in accordance with Section 11.03(c) thereof.

(c) Assume and thereafter execute any existing marketing plans approved by Franchisor for the Franchised Restaurant and the market in which it is located, including as applicable, execution of investment spending agreements, becoming a member of any "DMA" marketing group and abiding by any rule and policies adopted by that group.

(d) Undertake and perform its obligation to remodel the Franchised Restaurant premises to conform to the building design, trade dress, color schemes and presentation of the proprietary marks consistent with Franchisor's then-current public image, including, without limitation, extensive structural changes, remodeling, replacement of equipment, redecoration and modifications to existing improvements approved by Franchisor. Assignee further acknowledges and agrees to undertake such remodeling upon Franchisor's request and from time to time as required under the Franchise Agreement.

11. Waiver and Delay

No waiver or delay in the enforcement of any breach of any term, covenant or condition of this Agreement shall be construed as a waiver of any preceding or succeeding breach or delay in enforcement, or any other term, covenant or condition of this Agreement; and, without limitation upon any of the foregoing, the acceptance of any payment specified to be paid by Assignee or Assignor under this Agreement shall not be, nor be construed to be, a waiver of any breach of any term, covenant or condition of this Agreement.

12. Integration of Agreement

This Agreement and all ancillary agreements executed contemporaneously herewith constitute the entire agreement between the parties with reference to the subject matter hereof and supersedes all prior negotiations, understandings, representations, and agreements, if any. This Agreement may not be amended orally,but may be amended only by a written instrument signed by the parties hereto.

13. Assignment; Parties in Interest

This Agreement and all of the provisions hereof will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, but this Agreement and the rights, interests or obligations in this Agreement may not be assigned by any party without the consent of the other parties, with the exception that Franchisor will have the right to assign this Agreement, and all of its rights and privileges in this Agreement, to any person, firm, corporation or other entity, if such assignment is made in

connection with an assignment of the rights and privileges of Franchisor under the Franchise Agreement. This Agreement is made for the benefit of the parties hereto, and nothing contained in this Agreement is intended to or does confer any benefit upon any other person, association or entity.

14. Notices

Any notice required or permitted to be given in this Agreement shall be in writing and shall be served upon the other parties at the addresses set forth below either through (a) overnight mail via a reputable third-party delivery service (UPS or FedEx), or (b) via email to the email address identified below with a delivery confirmation receipt:

To Franchisor:

Long John Silver's LLC
Attn: Legal Department
10350 Ormsby Park Pl.
Suite 300
Louisville, KY 40223
With a copy to legal@ljsilvers.com

To Assignor:

[Insert]

To Assignee:

[Insert]

15. Governing Law and Venue

All controversies, disputes or claims arising out of or related to the relationship of any of Assignor, Assignee, and Franchisor, the Franchise Agreement, or this Agreement, including any question regarding the existence, validity or termination of this Agreement, shall be governed by the franchise agreement exercised by each respective party, or, in the case of Assignee if they have not yet executed a franchise agreement, by the terms of the Franchise Agreement of Assignor as of the date of this Assignment.

16. Severability

Nothing contained in this Agreement shall be construed as requiring the commission of any act contrary to law. Whenever there is any conflict between any provisions of this Agreement and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the provision of this Agreement thus affected shall be curtailed and limited only to the extent necessary to bring it within the requirement of the law. In

the event that any part, section, paragraph, sentence or clause of this Agreement shall be held to be indefinite, invalid or otherwise unenforceable, the entire Agreement shall not fail on account thereof and the balance of the Agreement shall continue in full force and effect. If any court of appropriate jurisdiction deems any provision hereof (other than for the payment of money) unreasonable, said court may declare a reasonable modification hereof and this Agreement shall be valid and enforceable and the parties hereto agree to be bound by and perform the same as thus modified.

17. Attorney's Fees

Unless expressly provided otherwise in this Agreement, in the event of any legal action or proceeding brought by any party against another, whether arising out of this Agreement or related thereto or related to any transaction referenced herein, or otherwise, payment of attorneys' fees and costs shall be governed by the franchise agreement provisions governing such disputes exercised by each respective party as if such provision was fully incorporated herein.

18. Representation by Counsel

Each of Assignor, Assignee and Franchisor hereby acknowledges and agrees that it has read and fully understands this Agreement and that the opportunity has been afforded to such party to discuss the terms and contents of this Agreement with legal counsel and/or that such a discussion with legal counsel has occurred.

19. Definitions

All capitalized terms contained in this Agreement shall have the meaning ascribed to them in the Franchise Agreement executed by such Party, unless otherwise defined herein.

20. Countersignature

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Unless otherwise specified, all terms used in this Agreement have those meanings ascribed to them in the Franchise Agreement.

[Signatures on following page]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized representative as of the date indicated below.

FRANCHISOR:

LONG JOHN SILVER'S, LLC

By: _____
Name:
Title:
Date:

ASSIGNOR:

[INSERT]

By: _____
Name:
Title:
Date:

ASSIGNEE:

[INSERT]

By: _____
Name:
Title:
Date:

EXHIBIT A

MANAGING OWNER, PRINCIPAL OPERATING OWNER AND PRINCIPAL MANAGER DISCLOSURE

Designation of Owners: The Following individuals are equity owners of the Franchisee in the following percentages:

Name	Ownership Percentage
[Insert]	[Insert]

Principal Operating Owner Designee: [INSERT]

Managing Owner Designee: [INSERT]

Principal Manager Designee (If any): [INSERT]

EXHIBIT B

GUARANTY

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF JEFFERSON)

GUARANTY

For value received, the receipt and sufficiency of which is hereby acknowledged, and in order to induce **Long John Silver's LLC** ("LJS"), a Delaware limited liability company (formerly known as Long John Silver's, Inc.) (hereinafter referred to as "Obligee") to enter into certain Franchise Agreements, Advertising Agreements, Leases, Subleases, Promissory Notes, Mortgages, Deeds of Trust, Security Agreements, or Contracts and to do certain business with [NAME OF FRANCHISEE] (the "Obligor"), of [CITY, STATE OF FRANCHISEE'S OFFICE LOCATION], the undersigned individual or entity (hereinafter referred to as the "Guarantor") guarantees unconditionally and absolutely to Obligee that the Obligor will fully, promptly and faithfully perform, pay and discharge all of the Obligor's present and future indebtedness or obligations to Obligee, whether direct or indirect, absolute or contingent, primary or secondary, joint or several, and all renewals and extensions thereof, including, but not limited to, any indebtedness or obligations arising by any terms, covenants or conditions of any Franchise Agreements, Advertising Agreements, Leases, Subleases, Promissory Notes, Mortgages, Deeds of Trust, Security Agreements, or Contracts between Obligee and the Obligor, including, without limitation, any representations, warranties and indemnities contained in such Franchise Agreements, Advertising Agreements, Leases, Subleases, Promissory Notes, Mortgages, Deeds of Trust, Security Agreements, or Contracts (collectively the "Guaranteed Obligations"), relating to or arising out of the operation of a Long John Silver's outlet (hereinafter referred to as the "Outlet") located at [STREET ADDRESS, CITY, COUNTY, STATE, ZIP CODE].

Guarantor acknowledges that other individuals or entities may execute or may have executed instruments guaranteeing Obligor's performance of all or part of the Guaranteed Obligations, including the undersigned (collectively, "Other Guarantors"). Guarantor acknowledges and agrees that its liability under this Guaranty shall be joint and several with such Other Guarantors. Guarantor further agrees that Obligee: (1) shall not be required first to endeavor to secure performance or discharge of or collect or make demand from any Other Guarantor any Guaranteed Obligations before requiring Guarantor to perform, pay or discharge the full liability hereby created; (2) may file suit against the Guarantor, at the election of Obligee, without joinder of any Other Guarantor as party thereto; and (3) may freely deal with such Other Guarantors, including settling any claim against them or releasing them from liability, without affecting Guarantor's liability hereunder.

In the event of default by the Obligor in performance, payment, or discharge of all or part of the Guaranteed Obligations, the Guarantor shall, on demand and without further notice of dishonor or other notice which may be required to be given by any statute or rule of law, perform, pay or discharge such Guaranteed Obligations and pay all losses, costs, and expenses which Obligee may suffer by reason of the default. Unless otherwise required pursuant to the Guaranteed Obligations or otherwise directed by **Long John Silver's LLC**, such performance, payment or discharge shall be made at Obligee's main office in Louisville, Kentucky. Guarantor hereby waives notice of acceptance of this Guaranty and all other notices in connection herewith or in connection with the Guaranteed Obligations and waives diligence, presentment, demand protest and notice of non-payment, protest and suit on the part of Obligee in the enforcement or collection of any of the Guaranteed Obligations and agrees that Obligee shall not be required first to endeavor to secure performance or discharge of or collect from the Obligor or any Other Guarantor any Guaranteed Obligations or to foreclose, proceed against or exhaust any collateral or security for any Guaranteed Obligations, before requiring Guarantor to perform, pay or discharge the full liability hereby created. Suit may be brought and maintained against the Guarantor, at the election of Obligee, without joinder of the Obligor or any Other Guarantor as parties thereto. If Obligee institutes and prevails in any action at law or in equity against Guarantor based entirely or in part on the terms of this Agreement,

Obligee shall be entitled to recover, in addition to any judgment entered in their favor, reasonable attorney's fees, court costs and all of Obligee's expenses in connection with the litigation. If Guarantor prevails in any such action instituted by Obligee, Guarantor will be entitled to such fees, costs and expenses. If neither side prevails, each will bear his own costs. Demand hereunder shall be deemed to have been made when made in person or mailed postage prepaid to the Guarantor's most recent address on file with Obligee.

This Guaranty is continuing and shall continue to apply without regard to the form or amount of Guaranteed Obligations which the Obligor may create, renew, extend or alter, in whole or in part, without notice to the Guarantor. This Guaranty shall expire forty (40) years from the date of execution of this Guaranty, and shall be for a maximum amount of ten million dollars ($10,000,000.00) with respect to each LJS Restaurant Guarantor owns or has an interest in (i.e., if Guarantor owns four (4) LJS Restaurants in any capacity, the guaranty shall be for a maximum amount of forty million dollars ($40,000,000)).

Obligee may from time to time, at its discretion and with or without valuable consideration, surrender, release, subordinate, exchange or alter any Guaranteed Obligation without affecting the liability of the Guarantor under this Guaranty and this Guaranty shall continue effective notwithstanding any legal disability of the Obligor to incur any Guaranteed Obligations. Any action or inaction by Obligee with regard to the Guaranteed Obligations or this Guaranty shall not impair or diminish the obligations of the Guarantor hereunder. Obligee shall not be liable for their failure to use diligence in the enforcement of collection of the Guaranteed Obligations or in preserving the liability of any person liable thereon.

Obligee is relying and is entitled to rely upon each and all of the provisions of this Guaranty; and accordingly if any provision or provisions of this Guaranty should be held to be invalid or ineffective, then all other provisions shall continue in full force and effect notwithstanding. This Guaranty is not intended and does not replace, cancel or otherwise modify or affect any other guaranty of the Guarantor, or any Other Guarantor, held by Obligee now or hereafter, relating to the Obligor or other persons or entities.

Guarantor hereby unconditionally and absolutely guarantees the payment of all of said Guaranteed Obligations, regardless of any act or omission of Obligee or any party with reference to any of said indebtedness or any security or rights existing or to exist in connection therewith; and Guarantor agrees that Obligee shall in no way be obligated to bring or prosecute any action against Obligor or any Other Guarantor of said Guaranteed Obligations or make any demand on Obligor or any Other Guarantor or give any notice of any kind to any party. Obligee shall not be liable or accountable in any respect, nor shall Guarantor have a right of recourse against Obligee by reason of, any act or omission on the part of Obligee in connection with any of the matters herein mentioned.

Guarantor acknowledges that Guarantor has had continuing and substantial contact with Obligee in the Commonwealth of Kentucky in connection with the transactions referenced in and embraced by this Guaranty and that Guarantor's performance under this Guaranty is to be made in the Commonwealth of Kentucky to the extent provided hereinabove. This Guaranty shall be governed by and interpreted in accordance with the substantive laws of Kentucky, without regard to its choice of law principles. Any action brought by Guarantor or Obligee to enforce the terms of this Agreement shall be filed in the United States District Court for the Western District of Kentucky, and Guarantor and Company hereby consent and submit to the jurisdiction of said court for resolving any claims or actions arising from, under, or in connection with this Guaranty or its interpretation. Any judgment entered by the United States District Court for the Western District of Kentucky may be enforced in any court of appropriate jurisdiction.

Executed this ____ day of _____, 20 ____.

GUARANTOR 1:

Signature:_____
Printed Name:

GUARANTOR 2:

Signature:_____
Printed Name:

GUARANTOR 3:

Signature:_____
Printed Name:

GUARANTOR 4:

Signature:_____
Printed Name:

GUARANTOR 5:

Signature:_____
Printed Name:

EXHIBIT C

CONFIDENTIALITY AND NONCOMPETITION AGREEMENT

THIS AGREEMENT, dated for reference purposes as of _____, ____, is entered into by and between Long John Silver's, LLC, a Delaware limited liability company ("Company") and _____, whose notice address is: _____, ("Interested Party"):

On _____, the Company entered into a Franchise Agreement with _____, ("Franchisee"). Interested Party understands that Franchisee will be in default under Franchise Agreement and its franchise rights may be terminated if each general partner or stockholder of Franchisee does not execute a written agreement to be personally bound by the covenants in Sections 10.05 and 12.02 of the Franchise Agreement. Interested Party desires to acquire and/or maintain an interest in Franchisee, and has an interest in ensuring that Franchisee complies fully with all of the terms of the Franchise Agreement.

In consideration of the Company's agreement not to terminate the Franchise Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Interested Party hereby agrees:

(1) That he or she will comply with all the requirements set forth in Section 12.02 of the Franchise Agreement.

(2) That he or she will observe the restrictions on disclosure of confidential and trade secret information set forth in Section 10.05 of the Franchise Agreement, both during its term and after its termination or expiration, regardless of whether he continues to be directly or indirectly associated with the Company or Franchisee.

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

LONG JOHN SILVER'S, LLC

By:_____

Title:_____

Witness

_____

INTERESTED PARTY

_____

Name:

EXHIBIT C-8

REQUEST FOR CONSIDERATION FORM

Return to:

Attn: Development Director
10350 Ormsby Park Place, Suite 300
Louisville, KY 40223
franchise.info@ljsilvers.com

REQUEST FOR CONSIDERATION

Personal Information

Mr. /Mrs. /Ms. _____

First Middle Last

Address _____

_____

Home Phone _____ Email _____

Business Phone _____ Fax _____

Mobile Phone _____ Other _____

Social Security No. _____ DOB _____

Driver's License _____ State _____

Citizenship _____ Country ID (if other than U.S.)

_____

Spouse's Name (if applicable) _____

Education High School _____

University _____ Other _____

What, specifically, drove you to contact Long John Silver's at this time (e.g., advertisement, PR, independent research, website – please be as specific as possible)?

_____

Location Preference(s):

First Choice: _____

Second Choice: _____

Third Choice: _____

Management:

If approved, do you intend to manage the store or hire a qualified manager?

_____

Work and Professional Background Information

Present Position
Company _____ Telephone _____

Type of Business _____ Employed from _____ To _____

Address _____

How many employees do you manage? _____

Describe duties & responsibilities: _____

_____

Previous Position
Company _____ Telephone _____

Type of Business _____ Employed from _____ To _____

Address _____

How many employees did you manage? _____

Describe duties & responsibilities: _____

Have you ever owned restaurants? □ Yes □ No

If yes, are you still involved with the business? □ Yes □ No

Why or Why not? _____

Do you have restaurant or retail management experience? □ Yes □ No

If yes, please describe: _____

Other Parties to be involved in this Business

Name _____

Name _____

Name _____

Will each partner devote full time to this business? □ Yes □ No

Please detail ownership percentages:
Owner _____ Ownership _____%
Owner _____ Ownership _____%
Owner _____ Ownership _____%
Owner _____ Ownership _____%

Personal Financial Statement

The following statement includes my best available estimates of all of my assets and liabilities as of the _____day of _____, 20_____.

Assets		Liabilities and Net Worth	
Cash on Hand and in Banks	$	Mortgage(s)	$
Stocks and Bonds	$	Loans/Notes Payable to Banks	$
Accounts and Loans Receivable	$	Loans/Notes Payable to Relatives or Others	$
Real Estate	$	Rent(s) Payable	$
Life Insurance, Cash Surrender Value	$	Loans on Life Insurance	$
Personal Property	$	Credit Card Debt	$
Automobiles	$	Unpaid Taxes	$
Business Ownership	$	Broker Margin Account(s)	$
Other Assets, Property or Investments	$	Other Indebtedness	$
401(k) or Other Retirement Plan(s)	$		$
	$		$
	$		$
	$	Total Liabilities	$
	$	Net Worth	$
Total Assets	$	Total Liabilities and Net Worth	$

Copies of your most recent year's filed tax returns are required with your completed personal financial statement.

Itemize Real Estate Owned

(Attach supplemental sheets if inadequate space available here)

Type of Property	Location	OriginalCost	MarketValue	Mortgages or liens	Monthly Payment

Contingent Liabilities **Unpaid Taxes**

Guarantor Obligations	$	Description	Year	Amount
Legal Claims	$			$
Endorser or Co-Maker Obligations	$			$
Leases or Contracts	$			$
Liens or Special Debt	$			$
Provisions for Federal or Other Taxes	$			$
Other Liabilities (alimony, child support, maintenance, etc.)(Itemize)	$			$
Total	$			$

Present Source(s) of Regular Income

Source		**Amount**
	Salary	
	Bonus/Commission	
	Dividends	
	Real Estate Income	
	Other Income	
	Total	

Will your franchise investment come from your own cash/liquid assets?
Available cash/liquid assets available to invest in this franchise $ _____

[Please continue to next page]

Long John Silver's

Notice, Consent and Release Regarding Consumer Report

In connection with my application for a Long John Silver's franchise from Long John Silver's (the "Franchisor"), I understand that Franchisor may obtain information about me from consumer reporting agencies to evaluate my eligibility and capability to own and operate a Long John Silver's outlet. I understand that this may include evaluating my creditworthiness, credit standing and capacity, character and general reputation. I understand that I will be the subject of a "consumer report" which may include, but not be limited to, a credit report, a criminal background check and a homeland security report. I acknowledge that this information is not being obtained for employment purposes.

I understand that Franchisor will inform me if information contained in a consumer report is used in whole or in part in making an adverse decision about my application.

I hereby authorize Franchisor to obtain, review and use consumer reports at any time after receipt of this consent to the extent permitted by the federal Fair Credit Reporting Act and/or any other applicable federal, state or local law. To this end, I hereby authorize any person, organization, company, corporation, law enforcement agency, administrator, federal, state, or local agency, court of law, information service bureau, current or former employer, licensing agency, school, or insurance company to furnish any and all background information requested by any consumer reporting agency which is obtaining information on behalf of Franchisor.

If my application is approved and I become a franchisee, I agree that this authorization shall remain on file and serve as ongoing authorization for Franchisor to obtain consumer reports on me at any time during the term of my franchise agreement.

I hereby release Franchisor, its affiliates, and their respective directors, officers, and employees, and consumer reporting agencies from any and all expense, damage and liability arising out of the investigation of me or the disclosure of information about me.

I agree that a signed facsimile or electronic copy of this Notice, Consent and Release Regarding Consumer Report shall bind me to the same extent as the original.

Applicant's Name _____
(please print) First Middle (full name) Last Maiden

Applicant's Address _____

City/State/Zip _____

Applicant's Signature & Date _____

Social Security # _____

Date of Birth _____

Print All Former Names Used:

(1) _____
(2) _____
(3) _____

EXHIBIT D
DEVELOPMENT AGREEMENT

LONG JOHN SILVER'S, LLC

DEVELOPMENT AGREEMENT

_____

DEVELOPER

_____

DEVELOPMENT AREA

LONG JOHN SILVER'S, LLC

DEVELOPMENT AGREEMENT

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LONG JOHN SILVER'S, LLC

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is made and entered into by and between **LONG JOHN SILVER'S, LLC** ("Franchisor", "we" or "us"), a Delaware limited liability company and _____ ("Developer" or "you"), a(n) _____ _____ whose principal address is _____ _____, as of the date signed by us and set forth opposite our signature on this Agreement (the "Effective Date").

1. INTRODUCTION.

1.01 Restaurants. We and our predecessors have expended considerable time and effort in developing and operating a restaurant concept offering a limited menu featuring fish, seafood, chicken and related items, including hushpuppies, crumblies, and distinctive sea-shares, platters, and combo meals and other food products and services. These restaurants operate under the "Long John Silver's" name ("LJS Restaurants") and have distinctive business formats, methods, procedures, designs, layouts, standards and specifications, all of which have been, or may be, improved, further developed or otherwise modified from time to time. We have developed and own a comprehensive System (defined below in Section 1.04).

1.02 **Your Acknowledgments**. You have read this Agreement and our Franchise Disclosure Document. You understand the terms of this Agreement and accept them as being reasonably necessary to maintain the uniformity of our high quality standards at all Restaurants in order to protect and preserve the goodwill of the Marks and the integrity of the System. You have conducted an independent investigation of the business contemplated by this Agreement and recognize that the restaurant industry is highly competitive, with constantly changing market conditions. You recognize that the nature of Restaurants may change over time, that an investment in Restaurants involves business risks and that the success of the venture is largely dependent on your own business abilities, efforts and financial resources. You have not received or relied on: (a) any guaranty or assurance, express or implied, as to the revenues, profits or success of the business venture contemplated by this Agreement; or (b) any promises that any parent company or Affiliate will back us up financially or otherwise guarantee our performance.

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

1.04 **Certain Definitions.** The terms listed below have the meanings which follow them and include the plural as well as the singular. Other terms are defined elsewhere in this Agreement in the context in which they arise.

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

"Restaurants" –LJS Restaurants we or any of our Affiliates own, operate or franchise that use the Marks and System.

"Competitive Business" – any restaurant or food service business if (i) the gross receipts of seafood of that restaurant or business constitute or are likely to constitute twenty percent (20%) or more of all sales of the restaurant or business, or (ii) the restaurant or business sells any battered seafood product in a quick service or "fast food" format (other than a LJS Restaurant operated under a franchise agreement with us).

"Confidential Information" - Our proprietary and confidential information relating to the development and operation of Restaurants, including: (i) ingredients, specifications, recipes, and methods of preparation and presentation of certain food and beverage products; (ii) site selection criteria for LJS Restaurants and plans and specifications for the development of LJS Restaurants; (iii) sales, marketing and advertising programs and techniques for LJS Restaurants; (iv) knowledge of specifications for, and suppliers of, certain food products, materials, supplies and equipment; (v) knowledge of operating results and financial performance of LJS Restaurants, other than the Franchised Restaurant; (vi) customer data; and (vii) methods of labor control, inventory control, storage, product handling and management of LJS Restaurants and (viii) any and all other information we provide you, your Owners or Affiliates that is designated orally or in writing as proprietary or confidential or by its nature would reasonably be understood to be proprietary or confidential, regardless of whether such information is specifically designated as proprietary or confidential.

"Franchise Disclosure Document" – The most recent version of franchise disclosure document for Restaurants that we or our designee delivered to you, your Owners, and/or your authorized representative.

"Immediate Family" – Spouse, legally-recognized domestic partners, parents, siblings, and children, whether natural or adopted, including any particular member thereof as may be referenced individually.

"Marks" – All trademarks, service marks, trade dress, and other commercial symbols that we currently authorize, or may in the future authorize, to identify, promote, and operate Restaurants and/or any services or products offered by Restaurants, including our distinctive building design and color scheme.

"Owner" – Each person or entity that has a direct or indirect legal or beneficial ownership interest in you, if you are a business corporation, partnership, limited liability company or other legal entity.

"System" – The business methods, designs and arrangements for developing and operating Restaurants, which include the Marks, building designs and layouts, equipment,

ingredients, recipes, methods of preparation and specifications for authorized food products, methods of inventory control and certain operating and business standards and policies, all of which we may improve, further develop or otherwise modify at any time and from time to time.

"Transfer the Development Rights" – or similar words – The direct or indirect sale, assignment, transfer, exchange, conversion, license, sublicense, lease, sublease, mortgage, pledge, collateral assignment, grant of a security, collateral or conditional interest or other encumbrance in or on, or other disposition, whether voluntary, involuntary, by operation of law or otherwise, of this Agreement, any interest in or right under this Agreement, any form of legal or beneficial ownership interest in you or any of your Owners, or any form of ownership interest or right to participate in or receive the benefit of the assets, revenues, income or profits of your business operated hereunder, or any one or more other acts or events not covered by the foregoing that we reasonably determine to be a form of direct or indirect transfer, including: (1) any transfer, redemption or issuance of a legal or beneficial ownership interest in the capital stock of, a membership interest in, or a partnership interest in, you or of any interest convertible into or exchangeable for capital stock of, or a membership interest or partnership interest in, you or your Owners; (2) any merger or consolidation between you and another entity, whether or not you are the surviving entity, or any conversion of you from one form of legal entity into another form of legal entity, or any sale, exchange, encumbrance or other disposition of your assets; (3) any transfer in connection with or as a result of a divorce, dissolution of marriage or similar proceeding or a property settlement or legal separation agreement in the context of a divorce, dissolution or marriage or similar proceeding, an insolvency, bankruptcy or assignment for benefit of creditors, a judgment, a corporate, limited liability company or partnership dissolution or otherwise by operation of law; or (4) any transfer by gift, declaration of trust, transfer in trust, revocation of trust, trustee succession, trust termination, discretionary or mandatory trust distribution, occurrence of any event (e.g., death of a person) that affects or ripens the rights of contingent beneficiaries, exercise of a power of appointment, exercise of a withdrawal right, adjudication of you or any Owner as legally disabled, or upon or after your death or the death of any of your Owners by will, disclaimer or the laws of intestate succession or otherwise.

2. DEVELOPMENT RIGHTS.

2.01 **Term and Development Fee**. Unless sooner terminated in accordance with Section 8, the term of this Agreement (the "Term") starts on the Effective Date and expires on the expiration date set forth in Exhibit A. You have no right to renew or extend your rights under this Agreement. At the time you sign this Agreement, you must pay us a development fee in the amount set forth in Exhibit A. The development fee is non-refundable and shall be deemed earned when paid.

2.02 **Development Rights**. During the Term and provided you and your Affiliates are in compliance with this Agreement and all other agreements with us or any of our Affiliates (including Franchise Agreements signed pursuant to this Agreement), we will grant to you, in accordance with Section 3, at least that cumulative number of franchises for Restaurants set forth in Exhibit A, all of which are to be located within the geographical area described in Exhibit A (the "Development Area").

2.03 **Development Obligations**. You agree to exert your best efforts to fully develop the market potential for Restaurants in the Development Area. Without limiting the foregoing, you

agree to open and operate in the Development Area, in accordance with and pursuant to Franchise Agreements, those cumulative numbers of Restaurants set forth in Section 3(a) of Exhibit A by the corresponding dates set forth therein and to achieve those cumulative numbers in accordance with the timelines set forth in Section 3(b) of Exhibit A (those dates and timelines collectively referred to herein as the "Development Schedule"). Time is of the essence in this Agreement, and we have no obligation under any circumstances to extend any of the dates or timelines in the Development Schedule.

2.04 **Reservation of Rights**. Except as expressly provided in this Agreement, we and all of our Affiliates (and our respective successors and assigns, by purchase, merger, consolidation or otherwise) retain all of our rights and discretion with respect to the Marks, the System and Restaurants anywhere in the world, and the right to engage in any business whatsoever, including the right to: (a) operate, and grant to others the right to operate, "Long John Silver's"-branded restaurants at such locations and on such terms and conditions as we deem appropriate both inside and outside the Development Area; (b) sell any products or services under the Marks or under any other trademarks, service marks or trade dress, through alternative channels of distribution, including without limitation, the internet or similar electronic media and supermarkets; (c) operate, and grant to others the right to operate, restaurants identified by trademarks, service marks or trade dress, other than the Marks pursuant to such terms and conditions as we deem appropriate; and (d) be acquired (whether through acquisition of assets, ownership interests or otherwise, regardless of the form of transaction), by a business providing products and services similar to those provided at "Long John Silver's"-branded restaurants, or by another business, even if such business operates, franchises and/or licenses Competitive Businesses in the Development Area.

3. GRANT OF FRANCHISES.

3.01 **Site Selection Assistance**. We will furnish you with our standard site selection criteria for Restaurants, as we may establish at any time and from time to time. We also will provide such on-site evaluation of sites proposed pursuant hereto as we deem necessary or appropriate.

3.02 **Applications for Franchises**. We will grant franchises to you for the operation of that cumulative number of Restaurants set forth in Exhibit A and located within the Development Area, subject to the following conditions:

(a) You must submit to us, in accordance with procedures we establish from time to time, a complete application for a franchise and site application form for each site for a Restaurant that you propose to develop and operate and that you in good faith believe to conform to our then current standard site selection criteria for Restaurants. Such site application shall include a description of each proposed site, including a summary of traffic patterns; parking; character of neighborhood; competition from, proximity to, and nature of other businesses, along with a letter of intent or other evidence confirming your favorable prospects for obtaining the proposed site;

(b) We will accept or reject each site for which you submit to us complete applications in accordance with Section 3.02(a) and, if we accept such site, we will do so by delivering our standard franchise site package. Our site acceptance letter, duly executed by us, is the exclusive means by which we accept a proposed site, and no other direct or indirect representation, approval or acceptance, whether in writing or verbally, by any of our officers, employees or agents, shall be effective or bind us. We will use all reasonable efforts to make a site acceptance decision and, if the site is accepted, deliver a site acceptance letter to you, within 30 days after we acknowledge

receipt of the complete site report and any other materials we have requested. In deciding whether to accept or reject a site you propose, we may consider such factors as we, in our sole discretion, deem appropriate, including the general location and neighborhood, demographic information, traffic patterns, access, visibility, location of other restaurants and food establishments (including other Restaurants) and size, condition, configuration, appearance and other physical characteristics of the site. You acknowledge and agree that, if we suggest, approve, or give you information regarding a site, our action is not a representation or warranty of any kind, express or implied, of the site's suitability for a Restaurant or any other purpose. We do not represent that we, or any of our Affiliates, owners, employees or agents, have special expertise in selecting sites. Our action indicates only that we believe that the site meets our then acceptable criteria and not that a Restaurant will be profitable or successful at the site. Applying criteria that have appeared effective with other sites and premises might not accurately reflect the potential for all sites and premises, and demographic and/or other factors included in or excluded from our criteria could change, altering the potential of a site and premises. The uncertainty and instability of these criteria are beyond our control, and we are not responsible if a site and premises we suggest or approve for the location of a Restaurant fails to meet your expectations. Accordingly, you acknowledge and agree that **y**our decision to develop and operate a Restaurant at any site is based solely on your own independent investigation of the suitability of the site for a Restaurant.

(c) We also may require that you and your Owners furnish us financial statements (historical and pro forma), statements of the sources and uses of capital funds, budgets and other information regarding yourself, your Owners and the development and operation of any Restaurant you propose, as well as any then-existing Restaurants you and your Affiliates own. All such information shall be verified by you and your Owners as being complete and accurate in all respects, shall be submitted to us in accordance with our requirements and will be relied on by us in determining whether to grant a franchise for the proposed Restaurant. We may refuse to grant you a franchise for a Restaurant if you fail to demonstrate sufficient financial and management capabilities to properly develop and operate the proposed Restaurant and the then existing Restaurants you and your Affiliates own. We will evaluate such financial and management capabilities in accordance with standards we use to establish Restaurants in other comparable market areas.

(d) Upon our acceptance of a proposed site, and provided you have demonstrated the requisite financial and management capabilities, all as above required, we will offer you a franchise to operate a Restaurant at the proposed site by delivering to you our then-current form of standard franchise agreement, together with all standard ancillary documents (including exhibits, riders, collateral assignments of leases, Owner guarantees and other related documents) that we then customarily use in granting franchises for the operation of Restaurants in the state in which the Restaurant is to be located (the "Franchise Agreement"). The Franchise Agreement must be executed by you and your Owners and returned to us not earlier than 7 days and not later than 21 days after we deliver it to you, with payment of the initial fees required thereunder. If we do not receive the fully executed Franchise Agreement and payment of the required initial fees, we may revoke our offer to grant you a franchise to operate a Restaurant at the proposed site and may revoke our acceptance of the proposed site.

4. YOUR ORGANIZATION AND MANAGEMENT.

4.01 **Organizational Documents**. If you are, or at any time become, a business corporation, partnership, limited liability company or other legal entity, you and each of your Owners represent, warrant and agree that: (a) you are duly organized and validly existing under the laws of the state of your organization, and, if a foreign business corporation, partnership,

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

4.02 **Disclosure of Ownership Interests**. You and each of your Owners represent, warrant and agree that Exhibit B is current, complete, and accurate as of the Effective Date. You agree that updated Exhibits B will be furnished to us promptly, so that Exhibit B (as so revised and signed by you) is at all times current, complete and accurate. Each person who is or becomes an Owner must execute an agreement in form as we prescribe, undertaking to be bound jointly and severally by the terms of this Agreement. Each Owner must be an individual acting in his individual capacity, unless we waive this requirement.

5. RELATIONSHIP OF THE PARTIES.

5.01 **Independent Contractors**. Neither this Agreement nor the dealings of the parties pursuant to this Agreement shall create any fiduciary relationship or any other relationship of trust or confidence. Franchisor and Developer, as between themselves, are and shall be independent contractors.

We and you acknowledge and agree that this Agreement (and the relationship of the parties which arises from this Agreement) grants us the right to make decisions, take actions and/or refrain from taking actions not inconsistent with your explicit rights and obligations hereunder that may affect favorably or adversely your interests. You understand and agree that we may operate and change the System and our business in any manner that is not expressly and specifically prohibited by this Agreement. Whenever we have reserved in this Agreement a right and/or discretion to take or withhold an action, or to grant or decline to grant you a right to take or withhold an action, except as otherwise expressly and specifically provided in this Agreement, we may make our decision or exercise our right and/or discretion on the basis of our judgment of what is in our best interests, including our judgment of what is in the best interests of our franchise network, at the time our decision is made, without regard to: (a) whether other reasonable or even arguably preferable alternative decisions or actions could have been made by us; (b) whether our decision or the action we take promotes our financial or other individual interest; (c) whether our decision or the action we take applies differently to you and one (1) or more other franchisees; or (d) whether our decision or the exercise of our rights is adverse to your individual interests or the individual interests of any other particular franchisees. We will have no liability to you for any such decision or exercise of our rights.

Nothing contained in this Agreement, or arising from the conduct of the parties hereunder, is intended to make either party a general or special agent, joint venturer, partner or employee of the other for any purpose whatsoever. You must conspicuously identify yourself in all dealings with

customers, lessors, contractors, suppliers, public officials, personnel and others as the owner of development rights granted hereunder and must place such other notices of independent ownership on such forms, business cards, stationery, advertising and other materials as we require at any time and from time to time.

You may not make any express or implied agreements, warranties, guarantees or representations or incur any debt in our name or on our behalf or represent that the relationship of the parties hereto is anything other than that of independent contractors. We will not be obligated by or have any liability under any agreements made by you with any third party or for any representations made by you to any third party. We will not be obligated for any damages to any person or property arising directly or indirectly out of the operation of your business hereunder.

5.02 **Indemnification**. You agree to indemnify us, our Affiliates and our respective directors, officers, employees, shareholders, members, agents, successors and assigns (collectively "indemnitees"), and to hold the indemnitees harmless to the fullest extent permitted by law, from any and all losses and expenses (as defined below) incurred in connection with any litigation or other form of adjudicatory procedure, claim, demand, investigation, or formal or informal inquiry (regardless of whether it is reduced to judgment) or any settlement thereof which arises directly or indirectly from, or as a result of, a claim of a third party against any one or more of the indemnitees in connection with (i) your failure to perform or breach of any covenant, agreement, term or provision of this Agreement, (ii) your breach of any representation or warranty contained in this Agreement, and (iii) any allegedly unauthorized service or act rendered or performed in connection with this Agreement, (collectively "event") and regardless of whether it resulted from any strict or vicarious liability imposed by law on the indemnitees. The foregoing indemnity shall apply even if it is determined that the indemnitees' negligence caused such loss, liability or expense, in whole or in part, provided, however, that this indemnity will not apply to any liability arising from a breach of this Agreement by the indemnitees or the gross negligence or willful acts of indemnitees (except to the extent that joint liability is involved, in which event the indemnification provided herein will extend to any finding of comparative or contributory negligence attributable to you). The term "losses and expenses" includes compensatory, exemplary, and punitive damages; fines and penalties; attorneys' fees; experts' fees; court costs; costs associated with investigating and defending against claims; settlement amounts; judgments; compensation for damages to our reputation and goodwill; and all other costs associated with any of the foregoing losses and expenses. We agree to give you reasonable notice of any event of which we become aware for which indemnification may be required, and we may elect (but are not obligated) to direct the defense thereof, including appropriate counsel at our sole determination. We may, in our reasonable discretion, take such actions as we deem necessary and appropriate to investigate, defend, or settle any event or take other remedial or corrective actions with respect thereto as may be necessary for the protection of indemnitees or Restaurants generally, provided however, that any settlement shall be subject to your consent, which consent shall not be unreasonably withheld or delayed. Further, notwithstanding the foregoing, if the insurer on a policy or policies obtained in compliance with your Franchise Agreements agrees to undertake the defense of an event (an "Insured Event"), we agree not to exercise our right to select counsel to defend the event if such would cause your insurer to deny coverage. We reserve the right to retain counsel to represent us with respect to an Insured Event at our sole cost and expense. This Section shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

5.03 **Marks**. You acknowledge that we own the Marks and that you are not granted the right under this Agreement to use the Marks. Your right to use the Marks arises solely from Franchise Agreements entered into between you and us. You may not use any Mark (or any

abbreviation, modification or colorable imitation) as part of any corporate or legal business name or in any other manner (including as an electronic media identifier, such as a web site, web page, or domain name) not explicitly authorized in writing by us.

6. RESTRICTIVE COVENANTS.

6.01 **Confidential Information**. We will disclose parts of our Confidential Information solely for your use in the operation of the business contemplated by this agreement. The Confidential Information is proprietary and includes our trade secrets. During and after the Term: (a) you may not use the Confidential Information in any other business or capacity (as you hereby acknowledge that such prohibited use would be an unfair method of competition); (b) you must exert your best efforts to maintain the confidentiality of the Confidential Information, regardless of its format or medium of transmission to you; (c) you may not make unauthorized copies of any portion of the Confidential Information; and (d) you must implement all commercially reasonable procedures we prescribe at any time and from time to time to prevent unauthorized use or disclosure of the Confidential Information, including requiring your managers and assistant managers, and any other of your personnel who attends training or who has the ability to access our Confidential Information, to sign nondisclosure agreements in a form we prescribe or approve and delivering those agreements to us.

6.02 **In-Term Covenants**. You acknowledge that we have granted you the franchise in consideration of, and reliance upon, your agreement to deal exclusively with us. You therefore agree that, during the Term and any successor franchise term, neither you, any of your Owners, nor any of your or your Owners' Immediate Family will (without our prior consent, which consent we may condition or withhold for any or no reason):

(a) have any direct or indirect controlling or non-controlling ownership interest as an owner – whether of record, beneficially, or otherwise – in a Competitive Business, wherever located or operating (except that equity ownership of less than five percent (5%) of a Competitive Business whose stock or other forms of ownership interest are publicly traded on a recognized United States stock exchange will not be deemed to violate this subparagraph);

(b) perform services as a director, officer, manager, employee, consultant, representative, or agent for a Competitive Business, wherever located or operating;

(c) divert or attempt to divert any actual or potential business or customer of any "Long John Silver's"-branded restaurant to a Competitive Business; or

(d) engage in any other activity which, in our sole opinion, might be injurious or prejudicial to the goodwill associated with the Marks or the System.

6.03 **Procurement of Additional Covenants**. You agree to require and obtain the execution of a non-disclosure and non-competition agreement, as we may require at our sole discretion, from all of the following persons:

(a) Before employment or any promotion, your Operating Partner; and,

(b) If you are a business entity, all Owners with at least a ten percent (10%) direct or indirect legal or beneficial ownership interest in you; all of your officers, directors and managers; and, all persons possessing equivalent positions in any business entity which directly or indirectly owns and/or controls you. You shall procure all such Nondisclosure and Non-Competition

Agreements no later than ten (10) days following the Effective Date (or, if any individual or entity attains any status identified above after the Effective Date, within ten (10) days after such individual or entity's attains such status) and shall furnish to us copies of all executed Nondisclosure and Non-Competition Agreements within ten (10) days following their execution.

7. DEVELOPER'S RIGHT TO TRANSFER.

7.01 **Franchisor's Approval**. Your rights and duties under this Agreement are personal to you and if you are a business corporation, partnership, limited liability company or any other legal entity, your Owners. Accordingly, neither you nor any of your Owners may Transfer the Development Rights without our prior approval and without complying with the terms and conditions of Section 7. Any transfer without such approval or compliance constitutes a breach of this Agreement and is void and of no force or effect.

7.02 **Special Transfers**. On 30 days' notice to us, you (if you are an individual or partnership) may transfer this Agreement, in conjunction with a transfer of all of the Franchise Agreements executed pursuant hereto and all of the assets of the Restaurants operated pursuant thereto, by an agreement in form and substance approved by us, to a business corporation or limited liability company which conducts no business other than the development and operation of Restaurants and of which you own and control all of the equity and voting power of all issued and outstanding capital stock. The foregoing assignment shall not relieve you or your Owners of your obligations hereunder, and you and your Owners shall remain jointly and severally liable for all obligations hereunder.

7.03 **Death or Disability**. Upon your death or permanent disability or an Owner of a controlling interest in Developer, the executor, administrator, or other personal representative of such person shall transfer his interest in this Agreement or his interest in Developer to a third party approved by us in accordance with all of the applicable provisions of Section 7 within a reasonable period of time, not to exceed 9 months from the date of death or permanent disability.

7.04 **Securities Offerings**. Neither you nor any of your Owners shall issue or sell, or offer to issue or sell, any of your securities or any securities of any of your Affiliates, regardless of whether such sale or offer would be required to be registered pursuant to the provisions of the Securities Act of 1933, as amended, or the securities laws of any other jurisdiction, without obtaining our prior consent and complying with all of our requirements and restrictions concerning use of information about us and our Affiliates. Under no circumstances may you or any of its Owners issue or sell your securities or any securities of any of your Affiliates if: (a) such securities would be required to be registered pursuant to the Securities Act of 1933, as amended, or such securities would be owned by more than 35 persons; or (b) after such issuance or sale, you or such Affiliate would be required to comply with the reporting and information requirements of the Securities Exchange Act of 1934, as amended.

8. TERMINATION OF THE AGREEMENT.

8.01 **Immediate Termination**. You are in material breach of this Agreement, and this Agreement will automatically terminate without notice, at our discretion, if you become insolvent by reason of your inability to pay your debts as they mature; if you are adjudicated bankrupt or insolvent; if you file a petition in bankruptcy, reorganization or similar proceeding under the bankruptcy laws of the United States or have such a petition filed against you which is not discharged within 30 days; if a receiver or other custodian, permanent or temporary, is appointed for your business, assets, or property; if you request the appointment of a receiver or make a

general assignment for the benefit of creditors; if a final judgment against you in the amount of $25,000 or more remains unsatisfied of record for 30 days or longer; if your bank accounts, property or accounts receivable are attached; if execution is levied against your business or property; if suit is filed to foreclose any lien or mortgage against any of your assets and such suit is not dismissed within 30 days; if you voluntarily dissolve or liquidate or have a petition filed for corporate or partnership dissolution and such petition is not dismissed within 30 days; or if your assets, property or interests are "blocked" under any law or regulation relating to terrorist activities or if you are otherwise in violation of any such law or regulation.

8.02 **Termination Upon Notice**. In addition to our right to terminate pursuant to other provisions of this Agreement or under applicable law, we may terminate this Agreement, effective upon delivery of notice of termination to you:

(a) if you fail to meet any part of the Development Schedule;

(b) if you or any of your Owners or Affiliates make an unauthorized transfer of the Development Rights;

(c) if you or any of your Owners or Affiliates make any material misstatement or omission in the application for the development rights conferred by this Agreement or in any other information provided to us, or are convicted of, or plead no contest to, a felony or other crime or offense that we reasonably believe may adversely affect the goodwill associated with the Marks;

(d) if you or any of your Owners or Affiliates make any unauthorized use or disclosure of the Confidential Information;

(e) if you or any of your Owners or Affiliates fail to comply with any other provision of this Agreement and do not correct such failure within 30 days after written notice of such failure to comply is delivered to you;

(f) if you or any of your Owners or Affiliates are in breach of any Franchise Agreement or other agreement with us or our Affiliates such that we or our Affiliates have the right to terminate the Franchise Agreement or such other agreement, whether or not we or they elect to exercise such right of termination; or

(g) if we determine that any applicable federal or state legislation, regulation or rule, which is enacted, promulgated or amended after the Effective Date, may have an adverse effect on our rights, remedies or discretion in franchising Restaurants.

We have no obligation whatsoever to refund any portion of the development fee upon any termination, except that we will refund the unapplied portion of the development fee paid pursuant to Section 2.01 in the event of a termination pursuant to Section 8.02(g).

8.03 **Cross-Default**. Any default or breach by you (or any of your Owners) or your Affiliate (or any of your Owner's Affiliates) of any other agreement with us or our Affiliate will be considered an event of default under this Agreement, and any default or breach by you (or any of your Owners) of this Agreement will be considered an event of default or breach by you under any and all agreements between us or our Affiliate and you (or any of your Owners) or your Affiliate (or any of your Owner's Affiliates). If the nature of the default under any other agreement would have been considered an event of default under this Agreement, then we or our Affiliate will have the right to terminate all other agreements between us or our Affiliate and you (or any of

your Owners) or your Affiliate (or any of your Owner's Affiliates) in accordance with the termination provisions of this Agreement.

9. EFFECT OF TERMINATION AND EXPIRATION.

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

9.02 **Post-Term Covenants**. For a period of 2 years, starting on the effective date of termination or expiration (without renewal or extension of the Term) of this Agreement, you are prohibited from directly or indirectly (such as through an Immediate Family member) owning a legal or beneficial interest in, or render services or give advice to: (a) any Competitive Business operating within the Development Area; (b) any Competitive Business operating within a radius of one (1) mile of any "Long John Silver's"-branded restaurant in operation or under construction on the effective date of termination or expiration; or (c) any entity which grants franchises, licenses or other interests to others to operate any Competitive Business. You acknowledge that we have a protectable legal interest in the System, customers of Restaurants and the goodwill associated with the Marks and that the non-competition covenants contained in this Section and Section 6.02 are necessary elements to their protection and are an integral part of this Agreement. You and each of your Owners expressly acknowledge the possession of skills and abilities of a general nature and other opportunities for exploiting such skills, so that enforcement of the covenants contained in this Section will not deprive you of your personal goodwill or ability to earn a living. If you fail or refuse to abide by any of the foregoing covenants, and we obtain enforcement in a judicial or arbitration proceeding, the obligations under the breached covenant will be tolled during the period(s) of time that the covenant is breached and/or we seek to enforce it, and will continue in effect for a period of 2 years after the date of order enforcing the covenant.

10. MISCELLANEOUS.

10.01 **Severability and Substitution of Provisions**. Every part of this Agreement shall be considered severable. If for any reason any part of this Agreement is held to be invalid, that determination shall not impair the other parts of this Agreement. If any covenant herein which restricts competitive activity is deemed unenforceable by virtue of its scope in terms of geographical area, type of business activity prohibited and/or length of time, but could be rendered enforceable by reducing any part or all of it, you and we agree that it will be enforced to the fullest extent permissible under applicable law and public policy.

If any applicable law requires a greater prior notice of the termination than is required hereunder, a different standard of "good cause" to terminate this Agreement or the taking of some other action not required hereunder, the prior notice, the "good cause" standard and/or the other action required by such law shall be substituted for the comparable provisions hereof.

10.02 **Waiver of Obligations**. We and you may by written instrument unilaterally waive or reduce any obligation of the other under this Agreement. Any waiver granted by us shall be without prejudice to any other rights we may have, will be subject to continuing review by us and may be revoked, in our sole discretion, at any time and for any reason, effective upon delivery to you of 10 days' prior written notice. You and we shall not be deemed to have waived any right reserved by this Agreement or be deemed to have modified this Agreement by virtue of any custom or practice of the parties at variance with it.

10.03 **Exercise of Rights of Parties**. The rights of Franchisor and Developer hereunder are cumulative and no exercise or enforcement by Franchisor or Developer of any right or remedy hereunder shall preclude the exercise or enforcement by Franchisor or Developer of any other right or remedy hereunder which Franchisor or Developer is entitled to enforce by law. If Developer commits any act of default under this Agreement for which Franchisor exercises its right to terminate this Agreement, Developer shall pay to Franchisor all actual, consequential, special and incidental damages Franchisor incurs as a result of the premature termination of this Agreement regardless of whether or not such damages are reasonably foreseeable. Developer acknowledges and agrees that the proximate cause of such damages sustained by Franchisor is Developer's act of default and not Franchisor's exercise of its right to terminate. Notwithstanding the foregoing, and except as otherwise prohibited or limited by applicable law, any failure, neglect, or delay of a party to assert any breach or violation of any legal or equitable right arising from or in connection with this Agreement, shall constitute a waiver of such right and shall preclude the exercise or enforcement of any legal or equitable remedy arising therefrom, unless written notice specifying such breach or violation is provided to the other party within 12 months after the later of: (a) the date of such breach or violation; or (b) the date of discovery of the facts (or the date the facts could have been discovered, using reasonable diligence) giving rise to such breach or violation.

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

10.05 Injunctive Relief. We, as an alternative or supplement to arbitration pursuant to Section 10.06, may obtain in any court of competent jurisdiction any injunctive relief, including temporary restraining orders and preliminary injunctions, against conduct or threatened conduct for which no adequate remedy at law may be available or which may cause us irreparable harm. We may seek and obtain such injunctive relief, without bond, but upon notice as required under applicable rules, in addition to such further and other relief as may be available at equity or law, and your sole remedy in the event of the entry of such injunction, shall be its dissolution, if warranted, upon hearing duly had (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). You and each of your Owners acknowledge that any violation of Sections 6, 7.02(i) or 9.02 would result in irreparable injury to us for which no adequate remedy at law may be available. Accordingly, you and each of your Owners consent and agree to the issuance of an injunction prohibiting any conduct in violation of any of those sections and agrees that the existence of any claim you or any of your Owners may have against us, whether or not arising from this Agreement, shall not constitute a defense to the enforcement of any of those Sections.

10.06 **Jurisdiction and Venue**. SUBJECT TO SECTION 10.06 ABOVE AND THE PROVISIONS BELOW, YOU AND YOUR OWNERS IRREVOCABLY AGREE THAT: (A) ALL ACTIONS ARISING UNDER THIS AGREEMENT OR OTHERWISE AS A RESULT OF THE RELATIONSHIP BETWEEN FRANCHISEE AND FRANCHISOR MUST BE COMMENCED IN THE STATE OR FEDERAL COURT OF GENERAL JURISDICTION LOCATED IN JEFFERSON COUNTY, KENTUCKY; AND (B) ANY SUCH MATTER SHALL BE TRIED BY AND TO THE COURT SITTING WITHOUT A JURY, AND YOU WAIVE ANY RIGHT TO A JURY TRIAL. YOU IRREVOCABLY WAIVE, TO THE FULLEST EXTENT YOU MAY LAWFULLY DO SO, THE

DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH SUIT, ACTION OR PROCEEDING, AND AGREE THAT SERVICE OF PROCESS FOR PURPOSES OF ANY SUCH SUIT, ACTION OR PROCEEDING NEED NOT BE PERSONALLY SERVED OR SERVED WITHIN THE STATE OF KENTUCKY, BUT MAY BE SERVED WITH THE SAME EFFECT AS IF YOU WERE SERVED WITHIN THE STATE OF KENTUCKY, BY CERTIFIED MAIL OR ANY OTHER MEANS PERMITTED BY LAW ADDRESSED TO YOU AT THE ADDRESS SET FORTH HEREIN. NONETHELESS, YOU AND YOUR OWNERS AGREE THAT WE MAY ENFORCE THIS AGREEMENT AND ANY ARBITRATION ORDERS AND AWARDS IN THE COURTS OF THE STATE OR STATES IN WHICH YOU ARE DOMICILED OR THE DEVELOPER BUSINESS IS LOCATED.

10.07 **Governing Law**. This Agreement and any dispute, claim, or matter arising out of or relating in any way to the relationship between the parties (whether based in contract, tort, statute or otherwise and regardless of the relief sought) shall be construed under the laws of the State of Kentucky, provided the foregoing shall not constitute a waiver of your rights under any applicable franchise law of another state that does not conflict with Kentucky law. In the event of any conflict of law, Kentucky law will prevail, without regard to the application of Kentucky conflict of law principles. However, if any provision of this Agreement would not be enforceable under Kentucky law, and if the Development Area is predominantly located outside of Kentucky and such provision would be enforceable under the laws of the state in which the Development Area is predominantly located, then such provision shall be construed under the laws of that state. Nothing in this Section is intended to subject this Agreement to any franchise or similar law, rule or regulation of the State of Kentucky to which it otherwise would not be subject.

10.08 **Successors and Assigns**. This agreement is binding on the parties hereto and their respective executors, administrators, heirs, assigns and successors in interest. This agreement is fully transferable by us, whether by operation of law or otherwise, and shall inure to the benefit of any transferee or other legal successor to our interest herein.

10.09 **Limitations on Damages**. EXCEPT WITH RESPECT TO YOUR OBLIGATION TO INDEMNIFY US FOR THIRD PARTY CLAIMS UNDER SECTION 5.02, AND EXCEPT WITH RESPECT TO THE CONFIDENTIAL INFORMATION IN SECTION 6.01, FRANCHISOR AND FRANCHISEE (AND ITS OWNERS) EACH WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER. YOU AND EACH OF YOUR OWNERS WAIVE TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE RIGHT TO RECOVER CONSEQUENTIAL, SPECIAL AND INCIDENTAL DAMAGES FOR ANY CLAIM DIRECTLY OR INDIRECTLY ARISING FROM OR RELATING TO THIS AGREEMENT.

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

10.10 **Construction**. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against any party. The introduction, personal guarantees, exhibits and riders (if any) to this Agreement are a part of this Agreement, which constitutes the entire agreement of the parties. Except as otherwise expressly provided herein, there are no other oral or written agreements, understandings, representations or statements between us and you relating to the subject matter of this Agreement that either party may or does rely on or that will have any force or effect, except that nothing in this Agreement shall disclaim or require you to waive reliance on any representation we made in our most recent Franchise Disclosure Document (including that document's exhibits and amendments) delivered to you or your representative. Nothing in this Agreement is intended or shall be deemed to confer any rights or remedies on any person or legal entity not a party hereto. This Agreement shall not be modified except by written agreement signed by both parties.

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

This Agreement may be executed in multiple copies, each of which shall be deemed an original. Time is of the essence in this Agreement.

10.11 **Approvals and Consents**. In all cases where our prior consent or acceptance is required and no other method or timing for obtaining such consent or acceptance is prescribed, you must request such consent or acceptance in writing, and we will notify you of our decision within 60 days after receiving your written request and all supporting documentation. Whenever our consent or acceptance is required hereunder, such consent or acceptance must be in writing. If we do not respond in writing to your request within such 60-day period, the request shall be deemed denied. Our consent to or acceptance of any request by you shall be effective only to the extent specifically stated and shall not be deemed to waive or render unnecessary our consent or acceptance of any subsequent similar request. Except where this Agreement expressly obligates us to reasonably accept or consent to (or not to unreasonably withhold our acceptance or consent regarding) any action or request by you, we have the absolute right for any reason or no reason to withhold our acceptance of or consent to any action by you.

10.12 **Notices and Payments**. All notices, requests and reports permitted or required to be made by the provisions of this Agreement shall be in writing and shall be deemed delivered: (a) at the time delivered by hand to the recipient party (or to an officer, director or partner of the recipient party); (b) on the same date of the transmission by facsimile or other reasonably reliable electronic communication system; (c) 1 business day after being placed in the hands of a commercial courier service for guaranteed overnight delivery; or (d) 5 business days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid. Such notices, requests and reports shall be sent to the addresses identified in this Agreement unless and until a different address has been designated by appropriate written notice to the other party. No restrictive endorsement on any check or in any letter or other communication accompanying any payment shall bind us, and our acceptance of any such payment shall not constitute an accord and satisfaction.

10.13 **Developer's Release**. To the full extent permitted by applicable law, Developer, for itself and on behalf of its Affiliates, and their respective shareholders, directors, officers, limited liability company members, managers and employees, and their respective successors and assigns, and on behalf of Developer's Owners, hereby (i) releases and forever discharges Franchisor and its Affiliates, and their respective directors, officers, employees, agents, representatives and attorneys, and their respective successors and assigns, from any and all claims, demands and causes of action, whether known or unknown, of any kind or nature, absolute or contingent, if any at law or in equity, arising prior to or on the date you sign this Agreement, and (ii) agrees that none of them will institute any litigation or other legal action or proceeding, at law or in equity, against Franchisor or its affiliates and their directors, officers, employees, agents, representatives and attorneys, and their respective successors and assigns, directly or indirectly, relating to any claim or demand released under this Section 10.14. Developer shall take whatever actions are necessary or appropriate to carry out the terms of this release and covenant not to sue upon Franchisor's request. Notwithstanding the foregoing, nothing in this Agreement shall disclaim or require you to waive reliance on any representation we made in our Franchise Disclosure Document (including any of that document's exhibits and amendments) delivered to you, your Owners, Affiliates or representatives. This Section 10.14 shall survive the expiration or termination of this Agreement.

10.14 Electronic Signatures. The counterparts of this Agreement and all ancillary documents executed or delivered in connection with this Agreement may be executed and signed by electronic signature by any of the parties to this Agreement, and delivered by electronic or digital communications to any other party to this Agreement, and the receiving party may rely on the receipt of such document so executed and delivered by electronic or digital communications signed by electronic signature as if the original has been received. For the purposes of this Agreement, electronic signature means, without limitation, an electronic act or acknowledgement (e.g., clicking an "I Accept" or similar button), sound, symbol (digitized signature block), or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.

10.15 **Receipt of Disclosure Document and Agreement**. You acknowledge having received our Franchise Disclosure Document and this Agreement, with all blanks completed, within the time periods required by applicable law.

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

FRANCHISOR

LONG JOHN SILVER'S, LLC
a Delaware limited liability company

By: _____
Print Name: _____
Title: _____

DEVELOPER

_____
If a corporation, partnership, limited liability company or other legal entity:

_____
(Name of corporation, partnership, limited company or other legal entity)

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

If individuals:

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

EXHIBIT A
TO THE DEVELOPMENT AGREEMENT

1. The Term expires on _____, ____.

2. The Development Area is the geographical area described as follows:

_____
_____
_____
_____
_____
_____
_____
_____

Political boundaries described above shall be considered fixed as of the Effective Date and shall not change for the purpose hereof, notwithstanding a political reorganization or change to such boundaries or regions. All street boundaries shall be deemed to end at the street center line unless otherwise specified above.

3. (a) You must open the number of new Restaurants, and have in operation the cumulative number of Restaurants, set forth below as of each of the corresponding dates:

Date	**Number of New Restaurants to be Opened**	**Cumulative Number of Restaurants In Operation**
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(b) For each Restaurant to be opened pursuant to the second column in Section 3(a), above, the following table sets forth: (i) the timelines by which you must acquire, lease, or sublease a site ("Property Control") for the Restaurant (the “Property Control Date”), the date by which you must begin construction (if applicable) (the "Construction Start Date"), and the date by which the Restaurant must be opened; and (ii) the amount of initial franchise fee, if those timelines are met.

Restaurant	Property Control Date	Construction Start Date	Opening Date	Amount of Initial Franchise Fee ($)
_____	_____	_____	_____	_____
_	_	_	_	_
_____	_____	_____	_____	_____
_	_	_	_	_
_____	_____	_____	_____	_____
_	_	_	_	_
_____	_____	_____	_____	_____
_	_	_	_	_
_____	_____	_____	_____	_____
_	_	_	_	_

If (i) you fail to meet any of the timelines listed in the chart of Section 3(b), (ii) you fail to maintain Property Control after the Property Control Date, or (iii) you or any of your affiliates are in breach of any term or condition under this Agreement or any other agreements with us, the initial franchise fee for that particular Restaurant as well as all subsequent Restaurants to be developed hereunder will, without notice to you automatically readjust to the standard amount of $30,000 (regardless of the initial franchise fee amount listed in the Section 3(b) chart). For the avoidance of doubt, the standard amount of initial franchise fee reduction in the chart of Section 3(b), above, will not apply to any Franchise Agreement entered into in connection with a renewal or transfer of a Restaurant.

4. For purposes of the chart in Section 3(a), above, a Restaurant that is permanently closed after having been opened, other than as a result of noncompliance by you with the terms of the applicable Franchise Agreement, shall be deemed open for a period of 6 months after the last day it was open for business, provided that: (i) during such period of time, you continuously and diligently take such actions as may be required to develop and open a substitute Restaurant within the Development Area pursuant to a new Franchise Agreement therefor; and (ii) by the end of such period you have the substitute Restaurant open and operating in compliance with the Franchise Agreement therefor.

5. The development fee shall be a total of _____ (the "Development Fee"), which equals a deposit of Seventeen Thousand Five Hundred Dollars ($17,500) toward the initial franchise fee due under the franchise agreement. Our initial franchise fee for each Restaurant you develop pursuant to this Agreement is Thirty-Five Thousand Dollars ($35,000).

The Development Fee is consideration for the rights we grant you in this Agree and for reserving the Development Area for you to the exclusion of others, is fully earned by us when we and you sign this Agreement, and is not refundable under any circumstances, even if you do not comply or attempt to comply with the Development Schedule and we then terminate this Agreement for that reason.

While the Development Fee is not refundable under any circumstances, when you (or your approved wholly-owned, affiliated entity) sign the franchise agreement for each Restaurant to be developed, we will apply Seventeen Thousand Five Hundred Dollars ($17,500) of the Development Fee towards the initial franchise fee due for that Restaurant towards the initial franchise fee due for that Restaurant (leaving a balance due of Seventeen Thousand Five Hundred Dollars ($17,500)).

[SIGNATURE PAGE FOLLOWS]

FRANCHISOR:

LONG JOHN SILVER'S, LLC,
a Delaware limited liability company

By:_____
Print Name:_____
Title: _____

Effective Date:_____

DEVELOPER:

If a corporation, partnership, limited liability company, or other legal entity

_____
(Name of corporation, partnership, limited liability company or other legal entity)

By: _____
Print Name:_____
Title:_____

By:_____

Print Name:_____
Title:_____

If individuals:

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

EXHIBIT B
TO THE DEVELOPMENT AGREEMENT

1. Form of Entity of Area Franchise.

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

Name of Each Director/Officer	Position(s) Held

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

Name of each General Partner

2. Owners. Developer and each of its Owners represents and warrants that the following is a complete and accurate list of all Owners of Developer, including the full name and mailing address of each Owner, and fully describes the nature and extent of each Owner's interest in Developer. Developer, and each Owner as to his ownership interest in Developer, represents and warrants that each Owner is the sole and exclusive legal and beneficial owner of his ownership interest, free and clear of all liens, restrictions, agreements and encumbrances of any kind or nature, other than those required or permitted by this Agreement.

Owner's Name and Address	Description of Interest

[SIGNATURE PAGE FOLLOWS]

Accepted by Franchisor and
made a part of the
Development Agreement as of
_____, ____.

LONG JOHN SILVER'S, LLC,
a Delaware limited liability company

By:_____
Print Name: _____
Title:_____

Submitted by Developer
on _____, ___.

_____
(Name of corporation, limited liability company or partnership)

By:_____
Print Name:_____
Title:_____

Owners:

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

EXHIBIT C
TO THE DEVELOPMENT AGREEMENT

OWNERS' PERSONAL GUARANTY
OF DEVELOPER'S OBLIGATIONS

In consideration of, and as an inducement to, the execution of the Development Agreement dated as of _____, ____ (the "Agreement") by and between **LONG JOHN SILVER'S, LLC** ("Franchisor"), and _____ _____ ("Developer"), each of the undersigned Owners of an interest in Developer hereby personally and unconditionally: (1) guarantees to Franchisor and its successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement, that Developer shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement (and any amendments) and that each and every representation of Developer made in connection with the Agreement (and any amendments) are true, correct and complete in all respects at and as of the time given; and (2) agrees personally to be bound by each and every provision in the Agreement (and any amendments) and to be personally liable for his or her breach thereof, including without limitation, Sections 4, 5, 6, 7, 9 and 10 thereof.

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

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the undersigned has hereunto affixed his signature, under seal, on the same day and year as the agreement was executed.

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

EXHIBIT D
TO THE DEVELOPMENT AGREEMENT

State-Required Addenda to Development Agreement

ADDENDUM TO DEVELOPMENT AGREEMENT
(INDIANA, MICHIGAN, SOUTH DAKOTA, AND VIRGINIA)

This Addendum to the Development Agreement is agreed to by and between LONG JOHN SILVER'S, LLC and the developer identified below, to amend and revise said Development Agreement as follows:

No Waiver of Disclaimer of Reliance in Certain States. The following provision applies only to developers and franchises that are subject to the state franchise disclosure laws in Indiana, Michigan, South Dakota or Virginia:

> 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 any 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, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms, and agrees it shall become effective the ____ day of _____ 20__.

LONG JOHN SILVER'S, LLC
A Delaware limited liability company

By:_____

Title:_____

DEVELOPER

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

ADDENDUM TO DEVELOPMENT AGREEMENT
(CALIFORNIA)

This Addendum to the Development Agreement is agreed to by and between LONG JOHN SILVER'S, LLC and the developer identified below, to amend and revise said Development Agreement as follows:

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 any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

For developers operating outlets located in California, the California Franchise Investment Law and the California Franchise Relations Act will apply regardless of the choice of law or dispute resolution venue stated elsewhere. Any language in the Development Agreement or any amendment thereto or any agreement to the contrary is superseded by this condition.

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

The Development Agreement provides for termination upon insolvency, bankruptcy, or re-organization. This provision might not be enforceable under federal bankruptcy law (11 U.S.C.A. Sections 101 et seq.).

The Development Agreement contains a covenant not to compete which extends beyond the termination of the franchise. A provision that restrains a former developer from engaging in a lawful trade or business is to that extent void under California Business and Professions Code Section 16600.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms, and agrees it shall become effective the ____ day of _____ 20__.

LONG JOHN SILVER'S, LLC
A Delaware limited liability company

By:_____

Title:_____

DEVELOPER

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

ADDENDUM TO DEVELOPMENT AGREEMENT
(ILLINOIS)

This Addendum to the Development Agreement is agreed to by and between LONG JOHN SILVER'S, LLC and the developer identified below, to amend and revise said Development Agreement as follows:

Section 10.06 of the Development Agreement is amended by the addition of the following language to the original language that appears therein:

> In the State of Illinois, the designation of jurisdiction or venue in a forum outside of Illinois is void with respect to any cause of action which otherwise is enforceable in Illinois, except that the designation of arbitration in a forum outside of Illinois is permissible.

Section 10.07 of the Development Agreement is amended by the addition of the following language to the original language that appears therein:

> In the State of Illinois, Illinois law shall prevail in construing and enforcing the Development Agreement.

Section 41 of the Illinois Franchise Disclosure Act states that "any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act is void."

The Development Agreement is subject to Sections 19 and 20 of the Illinois Franchise Disclosure Act as to the conditions of termination or nonrenewal of the Development Agreement.

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 any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

To the extent this Addendum shall be deemed to be inconsistent with any term or conditions of the Development Agreement or exhibits or attachments thereto, the terms of the Illinois Franchise Disclosure Act as stated in this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms, and agrees it shall become effective the ____ day of _____ 20__.

LONG JOHN SILVER'S, LLC
A Delaware limited liability company

By:_____

Title:_____

DEVELOPER

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

ADDENDUM TO DEVELOPMENT AGREEMENT
(MARYLAND)

This Addendum to the Development Agreement is agreed to by and between LONG JOHN SILVER'S, LLC and the developer identified below, to amend and revise said Development Agreement as follows:

Section 1.02 of the Development Agreement is hereby deleted.

Section 8.01 of the Development Agreement provides that the franchise may automatically terminate upon your bankruptcy. This provision may not be enforceable under Federal bankruptcy law (11 U.S.C. Section 101 et. seq.)

The following language shall be added to Section 10.06 of the Development Agreement:

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

The following language shall be added to Section 10.07 of the Development Agreement:

This Agreement shall be construed under the laws of the State of Kentucky, except as otherwise required by law for claims arising under the Maryland Franchise Registration and Disclosure Law or any applicable franchise law of another state.

The following language shall be added to the end of Sections 10.13 of the Development Agreement:

However, the general release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by developers shall be deferred until the franchisor completes its pre-opening obligations under the Development Agreement. In addition, all development fees and initial payments by developers shall be deferred until the first franchise under the Development Agreement opens.

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 any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

All initially capitalized terms not defined herein shall have the same meaning as ascribed to them in the Development Agreement. Except as expressly modified hereby, the Development Agreement shall remain in full force and effect in accordance with its terms.

[Signatures on following page]

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms, and agrees it shall become effective the ____ day of _____ 20__.

LONG JOHN SILVER'S, LLC
A Delaware limited liability company

By:_____

Title:_____

DEVELOPER

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

ADDENDUM TO DEVELOPMENT AGREEMENT
(MINNESOTA)

This Addendum to the Development Agreement is agreed to by and between LONG JOHN SILVER'S, LLC and the developer identified below, to amend and revise said Development Agreement as follows:

1. Section 5.03 shall be amended by adding the following to the end:

   The franchisor will protect the developer's right to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the developer from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

2 Article 8 shall be amended by adding the following to the end:

   With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. Sec. 80C., 14 Subds. 3, 4, and 5 which require, except in certain specified cases, that a developer be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of this Agreement.

3. Section 10.06 shall be amended by adding the following to the end:

   Minn. Stat. Sec. 80C.21 and Minn. Rule Part 2860.4400J, prohibit the Company from requiring litigation to be conducted outside Minnesota or requiring waiver of a jury trial.

4. Section 10.07 shall be amended by adding the following to the end:

   Pursuant to Minn. Stat. § 80C.21 and Minn. Rule part 2860.4400(J), this section shall not in any way abrogate or reduce your rights as provided for in Minnesota Statutes 1984, chapter 80c, including the right to submit matters to the jurisdiction of the courts of Minnesota.

5. Section 10.13 shall be amended by adding the following to the end:

   Any general release will not apply to the extent prohibited by law with respect to claims arising under Minn. Rule 2860.4400 D.

6. Based upon the franchisor's financial condition, the Minnesota Department of Commerce has required a financial assurance. Therefore, all initial fees and payments owed by developers shall be deferred until the franchisor completes its pre-opening obligations under the Development Agreement. In addition, all development fees and initial payments by developers shall be deferred until the first franchise under the Development Agreement opens.

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

All initially capitalized terms not defined herein shall have the same meaning as ascribed to them in the Development Agreement. Except as expressly modified hereby, the Development Agreement shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms, and agrees it shall become effective the ____ day of _____ 20__.

LONG JOHN SILVER'S, LLC
A Delaware limited liability company

By:_____

Title:_____

DEVELOPER

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

ADDENDUM TO DEVELOPMENT AGREEMENT
(NEW YORK)

This Addendum to the Development Agreement is agreed to by and between LONG JOHN SILVER'S, LLC and the developer identified below, to amend and revise said Development Agreement as follows:

The following language shall be added to the end of Article 8:

> You may terminate this Agreement on any grounds available by law under the provisions of Article 33 of the General Business Law of the State of New York.

The following language shall be added to the end of Section 10.06:

> However, to the extent required by Article 33 of the General Business Law of the State of New York, this Section shall not be considered a waiver of any right conferred upon you by the provisions of Article 33 of the New York State General Business Law, as amended, and the regulations issued thereunder.

The following language shall be added to the end of Section 10.07:

> However, the governing choice of law shall not be considered a waiver of any right conferred upon you by the provisions of Article 33 of the New York State General Business Law, as amended, and the regulations issued thereunder.

The following language shall be added to the end of Section 10.08:

> However, no assignment shall be made except to an assignee who in the good faith judgment of Franchisor, is willing and able to assume Franchisor's obligations under this Agreement.

Notwithstanding anything to the contrary in the Development Agreement, the following language shall be added to Section 10.13:

> Provided, however, that all rights enjoyed by the Developer and any causes of action arising in its favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this provision that the non-waiver provisions of GBL, section 687.4 and 687.5 be satisfied.

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 any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

All initially capitalized terms not defined herein shall have the same meaning as ascribed to them in the Development Agreement. Except as expressly modified hereby, the Development Agreement shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms, and agrees it shall become effective the ____ day of _____ 20__.

LONG JOHN SILVER'S, LLC
A Delaware limited liability company

By:_____

Title:_____

DEVELOPER

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

ADDENDUM TO DEVELOPMENT AGREEMENT

(NORTH DAKOTA)

This Addendum to the Development Agreement is agreed to by and between LONG JOHN SILVER'S, LLC and the developer identified below, to amend and revise said Development Agreement as follows:

1. Section 9.02 is hereby amended by adding the following language at the end:

   Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota. However, we and you acknowledge and agree to the enforcement of these provisions to the extent enforceable under the law"

2. Section 10.06 is hereby amended by adding the following language at the end:

   However, to the extent required by the North Dakota Franchise Investment Law, you may bring an action in North Dakota.

3. Section 10.07 is hereby amended by adding the following language at the end:

   However, to the extent required by the North Dakota Franchise Investment Law, North Dakota law applies to this Agreement.

4. Section 10.13 is hereby amended by adding the following language thereto:

   Provided, however, that such release shall not operate to release the Company or any other person or entity from any claims or liability arising under the North Dakota Franchise Investment Law.

5. No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or any 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, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms, and agrees it shall become effective the ____ day of _____ 20__.

LONG JOHN SILVER'S, LLC
A Delaware limited liability company

By:_____

Title:_____

DEVELOPER

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

ADDENDUM TO DEVELOPMENT AGREEMENT
(RHODE ISLAND)

This Addendum to the Development Agreement is agreed to by and between LONG JOHN SILVER'S, LLC and the developer identified below, to amend and revise said Development Agreement as follows:

Section 10.06 is hereby amended by adding the following language at the end:

> §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.

Section 10.07 is hereby amended by adding the following language at the end:

> Except as otherwise required by law for claims arising under the Rhode Island Franchise Investment Act, this Agreement shall be construed under the laws of the State of Kentucky.

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 any 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, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms, and agrees it shall become effective the ____ day of _____ 20__.

LONG JOHN SILVER'S, LLC
A Delaware limited liability company

By:_____

Title:_____

DEVELOPER

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

ADDENDUM TO DEVELOPMENT AGREEMENT
(WASHINGTON)

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

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

3. **Site of Arbitration, Mediation, and/or Litigation**. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the development agreement, a developer may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

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

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

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

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

8. **Certain Buy-Back Provisions**. Provisions in development agreements or related agreements that permit the franchisor to repurchase the developer's business for any reason during the term of the development agreement without the developer's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

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

10. **Waiver of Exemplary & Punitive Damages**. RCW 19.100.190 permits developers to seek treble damages under certain circumstances. Accordingly, provisions contained in the development agreement or elsewhere requiring developers to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the

agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

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

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

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

14. **Noncompetition Covenants**. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a developer, 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 developer under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the development agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. **Nonsolicitation Agreements**. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a developer from (i) soliciting or hiring any employee of a developer of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the developer agreement or elsewhere are void and unenforceable in Washington.

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

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

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

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms, and agrees it shall become effective the ____ day of _____ 20__.

LONG JOHN SILVER'S, LLC
A Delaware limited liability company

By:_____

Title:_____

DEVELOPER

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

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EXHIBIT F
FINANCIAL STATEMENTS

THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED HIS OR HER OPINION WITH REGARD TO THEIR CONTENT OR FORM.

LJS Partners, LLC and Subsidiary
Balance Sheets
05.17.26

	Actual P5	PY 2025 Year End
ASSETS		
Current Assets		
Cash and cash equivalants	**358,555**	712,831
Cash - LJSP	**168**	47,944
Cash - Opco	**9,470,692**	6,817,527
Cash - restricted	**(0)**	(0)
Royalties, help desk and other receivables	**1,545,107**	1,973,794
Rent receivable	**7,594**	7,594
Allowance for uncollectible royalties, rent and other a/r	**(437,584)**	(566,504)
Inventory	**2,460,344**	2,427,425
Prepaid insurance	**320,241**	558,245
Accrued interest income - LOJON Subleases	**40,624**	62,836
LOJON direct financing subleases - current portion	**490,945**	425,752
Notes receivable, net of allowance for uncollectible accts	**-**	-
Advertising Co-Op assets, restricted	**5,740,844**	7,701,599
Other current assets	**2,106,031**	3,022,949
Total Current Assets	**22,103,562**	23,191,994
Property and Equipment	**114,847,667**	98,359,157
Less: Accumulated depreciation	**(22,817,097)**	(17,589,070)
Total Property and Equipment, Net	**92,030,570**	80,770,087
Other Assets		
Franchise rights and other amortizable intangibles, net	**6,007,241**	6,364,815
Brand value, goodwill, other non-amortizable intangibles	**19,215,967**	20,008,200
Franchise fees - A&W	**62,564**	61,487
Loan fees, net of accumulated amortization	**(0)**	(0)
LOJON direct financing subleases, net of current portion	**10,620,938**	10,009,552
Notes receivable, net of allowance for uncollectible accts	**-**	-
Operating lease right of use asset, net of amortization	**58,229,830**	61,707,348
Finance lease right of use asset, net of amortization	**16,371,803**	17,839,564
Other assets	**2,698,356**	2,052,111
Total Other Assets	**113,206,698**	118,043,077
TOTAL ASSETS	**227,340,831**	222,005,157
LIABILITIES		
Current Liabilities		
Accounts payable	**5,570,929**	6,777,046
Accrued payroll	**3,137,363**	3,272,666
Accrued interest	**8,878**	8,878
Accrued royalties	**516,961**	727,381
Accrued interest - LOJON capital lease obligation	**-**	-
Other accrued expenses	**1,695,799**	2,566,986
Other current liabilities	**3,287,050**	2,459,739
Deferred revenue	**2,008,632**	307,813
Accrued member distributions	**-**	-
Advance from member	**-**	-
Advertising Co-Op liabilities	**5,740,844**	7,701,599
Current portion of long-term debt - Republic	**-**	-
Current portion of long-term debt - GE	**-**	-
Operating lease liability - current portion	**2,099,063**	1,020,055
Finance lease liability - current portion	**1,113,003**	1,113,003
Total Current Liabilities	**25,178,523**	25,955,165
Long-term liabilities		
Lines of credit - Republic	**0**	0
Term loans - Republic, net of current portion	**0**	0
Long-term incentive compensation liability	**2,268,000**	2,250,000
Other long-term liabilities	**(1,745)**	(1,745)
Contingent lease liability	**-**	0
Operating lease liability, net of current portion	**64,919,883**	69,846,450
Finance lease liability, net of current portion	**27,398,212**	27,924,418
Total Long-Term Liabilities	**94,584,350**	100,019,122
TOTAL LIABILITIES	**119,762,873**	125,974,287
MEMBERS' EQUITY		
Capital contributions	**84,418,930**	78,418,930
Distributions to members	**-**	-
APIC - Equity Incentive Compensation	**-**	-
Retained earnings	**23,159,027**	17,611,939
TOTAL MEMBERS' EQUITY	**107,577,958**	96,030,870
TOTAL LIABILITIES AND MEMBERS' EQUITY	**227,340,831**	222,005,157

LJS Partners, LLC and Subsidiary
Statements of Operations
For the Period and Year to Date Ended 05.17.26

	Actual P5	Budget P5	Fav (Unfav) Variance	PY Actual P5	Fav (Unfav) Variance to PY	Actual YTD	Budget YTD	Fav (Unfav) Variance to Budget	PY Actual YTD	Fav (Unfav) Variance to PY
Revenues - Franchising:										
Domestic royalty fees	**855,754**	828,400	**27,354**	703,804	151,950	**4,002,218**	4,206,500	**(204,282)**	3,543,455	458,763
International royalty fees	**109,632**	79,100	**30,532**	68,658	40,974	**374,157**	360,700	**13,457**	333,502	40,655
Opco royalties	**829,011**	818,000	**11,011**	785,790	43,221	**4,203,872**	4,206,100	**(2,228)**	4,090,071	113,801
Other franchising revenue - initial and renewal fees	**41,058**	5,000	**36,058**	-	41,058	**46,077**	20,000	**26,077**	-	46,077
Total Revenue	**1,835,455**	1,730,500	**104,955**	1,558,252	277,203	**8,626,324**	8,793,300	**(166,976)**	7,967,028	659,296
Operating Expenses - Franchising:										
Payroll and related taxes and benefits	**714,841**	698,900	**(15,941)**	682,909	(31,932)	**3,714,672**	3,759,500	**44,828**	3,460,967	(253,705)
Travel and entertainment	**44,614**	50,800	**6,186**	40,725	(3,889)	**208,800**	247,000	**38,200**	189,655	(19,145)
Franchise direct expenses	**30,037**	55,700	**25,663**	68,865	38,828	**175,749**	272,800	**97,051**	157,186	(18,563)
Project expenses	**-**	1,400	**1,400**	-	-	**893**	7,000	**6,107**	-	(893)
Contract labor	**9,600**	15,200	**5,600**	8,806	(794)	**59,224**	75,900	**16,676**	35,535	(23,689)
Office and equipment rental	**42,485**	44,100	**1,615**	29,251	(13,234)	**218,508**	220,400	**1,892**	202,554	(15,954)
Insurance	**30,070**	27,000	**(3,070)**	24,539	(5,531)	**155,057**	135,000	**(20,057)**	114,630	(40,427)
Utilities	**14,401**	6,900	**(7,501)**	8,490	(5,911)	**38,452**	33,200	**(5,252)**	24,202	(14,250)
Professional fees	**23,403**	121,700	**98,297**	59,328	35,925	**221,819**	398,500	**176,681**	344,023	122,204
General & administrative expenses	**114,976**	135,300	**20,324**	98,486	(16,490)	**482,760**	635,600	**152,840**	469,783	(12,977)
Bad debt expense	**40,771**	5,000	**(35,771)**	(32,089)	(72,860)	**9,777**	60,000	**50,223**	37,941	28,164
Depreciation	**32,000**	32,000	**-**	7,000	(25,000)	**60,000**	60,000	**-**	35,000	(25,000)
Amortization	**229,961**	230,000	**39**	229,961	(0)	**1,149,807**	1,149,700	**(107)**	1,149,805	(2)
	1,327,158	1,424,000	**96,842**	1,226,271	(100,887)	**6,495,520**	7,054,600	**559,080**	6,221,281	(274,239)
Operating Income (Loss) - Franchising	**508,297**	306,500	**201,797**	331,981	176,316	**2,130,804**	1,738,700	**392,104**	1,745,747	385,057
Company-Owned Store Operations:										
Cash Operating Income (Loss)	**1,473,507**	1,302,200	**171,307**	1,584,623	(111,116)	**7,753,592**	7,648,100	**105,492**	8,913,494	(1,159,902)
ASC 842 Cash Rent Adjustment - 3rd Party Operating Leases	**844,757**	854,300	**(9,543)**	829,495	15,262	**4,237,745**	4,275,900	**(38,155)**	4,155,720	82,025
ASC 842 Interest - 3rd Party Operating Leases	**(166,733)**	(166,700)	**(33)**	(167,040)	307	**(856,485)**	(856,400)	**(85)**	(839,688)	(16,797)
ASC 842 Amortization - 3rd Party Operating Leases	**(614,668)**	(614,600)	**(68)**	(590,454)	(24,214)	**(3,064,006)**	(3,064,000)	**(6)**	(2,811,262)	(252,744)
ASC 842 Cash Rent Adjustment - 3rd Party Financing Leases	**5,000**	5,000	**-**	-	5,000	**25,000**	25,000	**-**	-	25,000
ASC 842 Interest - 3rd Party Financing Leases	**(2,966)**	(3,000)	**34**	-	(2,966)	**(14,896)**	(15,000)	**104**	-	(14,896)
ASC 842 Amortization - 3rd Party Financing Leases	**(3,476)**	(3,500)	**24**	-	(3,476)	**(17,381)**	(17,300)	**(81)**	-	(17,381)
Gain (Loss) on Insurance Recoveries		-	**-**	-	-	**(260)**	-	**(260)**	265,206	(265,466)
Depreciation Expense	**(2,900,462)**	(3,950,000)	**1,049,538**	(399,885)	(2,500,577)	**(4,500,000)**	(4,500,000)	**(0)**	(2,303,425)	(2,196,575)
Net Income - Company-Owned Stores	**(1,365,040)**	(2,576,300)	**1,211,260**	1,256,739	(2,621,779)	**3,563,308**	3,496,300	**67,008**	7,380,045	(3,816,737)
Consolidated Operating Income (Loss)	**(856,743)**	(2,269,800)	**1,413,057**	1,588,720	(2,445,463)	**5,694,112**	5,235,000	**459,112**	9,125,792	(3,431,680)
Other Income (Expenses):										
IT Back of House billings	**55,968**	56,600	**(632)**	52,588	3,380	**278,372**	283,100	**(4,728)**	263,696	14,676
Digital technology fees	**171,649**	119,600	**52,049**	-	171,649	**893,004**	607,200	**285,804**	-	893,004
Digital technology expenses	**(171,649)**	(119,600)	**(52,049)**	-	(171,649)	**(893,004)**	(607,200)	**(285,804)**	-	(893,004)
Ad Fund billing	**61,538**	61,600	**(62)**	61,538	0	**307,692**	307,700	**(8)**	307,690	2
Rent income - Opco LOJON units	**229,298**	229,300	**(2)**	224,802	4,496	**1,146,491**	1,146,500	**(9)**	1,124,010	22,481
Amortization of contingent lease liability	**(1,014)**	300	**(1,314)**	2,400	(3,414)	**-**	1,300	**(1,300)**	12,000	(12,000)
Long-Term Equity Incentive Compensation	**(4,000)**	(4,000)	**-**	(200,000)	196,000	**(18,000)**	(18,000)	**-**	(1,000,000)	982,000
State/Intl income tax	**(12,664)**	(203,000)	**190,336**	(12,436)	(228)	**(59,181)**	(245,000)	**185,819**	(68,008)	8,827
Interest expense - debt	**-**	-	**-**	-	-	**-**	-	**-**	-	-
Interest expense - capital lease/lease loss	**-**	-	**-**	(198)	198	**-**	-	**-**	(1,198)	1,198
ASC842 Cash Rent Adjustment - HQ Lease	**40,232**	40,200	**32**	39,466	766	**201,161**	201,100	**61**	196,189	4,972
ASC842 Interest - Operating Leases - LOJON & HQ	**(97,771)**	(97,800)	**29**	(97,982)	211	**(493,271)**	(493,300)	**29**	(493,939)	668
ASC842 Interest - Finance Leases - LOJON	**(171,440)**	(171,400)	**(40)**	(177,693)	6,253	**(863,554)**	(863,500)	**(54)**	(894,106)	30,552
ASC842 Amortization - Operating Leases - LOJON and HQ	**(89,297)**	(89,300)	**3**	(89,745)	448	**(446,463)**	(446,500)	**37**	(447,030)	567
ASC842 Amortization - Finance Leases - LOJON	**(110,932)**	(116,400)	**5,468**	(110,932)	0	**(554,659)**	(582,000)	**27,341**	(554,660)	1
Interest income - LOJON	**67,879**	67,900	**(21)**	64,987	2,892	**351,924**	346,700	**5,224**	332,201	19,723
Interest income - other	**479**		**479**	-	479	**2,465**	-	**2,465**	-	2,465
Net Other Income (Expense)	**(31,724)**	(226,000)	**194,276**	(243,205)	211,481	**(147,024)**	(361,900)	**214,876**	(1,223,155)	1,076,131
Consolidated Net Income (Loss)	**(888,468)**	(2,495,800)	**1,607,332**	1,345,515	(2,233,983)	**5,547,088**	4,873,100	**673,988**	7,902,637	(2,355,549)
Add Back:										
Depreciation	**2,932,462**	3,982,000	**(1,049,538)**	406,885	2,525,577	**4,560,000**	4,560,000	**0**	2,338,425	2,221,575
Amortization	**229,961**	230,000	**(39)**	229,961	0	**1,149,807**	1,149,700	**107**	1,149,805	2
CLL amortization	**1,014**	(300)	**1,314**	(2,400)	3,414	**-**	(1,300)	**1,300**	(12,000)	12,000
State income tax	**12,664**	203,000	**(190,336)**	12,436	228	**59,181**	245,000	**(185,819)**	68,008	(8,827)
Long-Term Equity Incentive Compensation	**4,000**	4,000	**-**	200,000	(196,000)	**18,000**	18,000	**-**	1,000,000	(982,000)
Gain (Loss) on Insurance Recoveries	**-**	-	**-**	-	-	**260**	-	**260**	(265,206)	265,466
ASC 842 Net Cash Rent Adjustment - Opco	**(61,914)**	(71,500)	**9,586**	(72,001)	10,087	**(309,976)**	(348,200)	**38,224**	(504,770)	194,794
ASC 842 Net Cash Rent Adjustment - HQ and LOJON	**361,330**	366,800	**(5,470)**	371,899	(10,569)	**1,804,863**	1,837,500	**(32,638)**	1,861,345	(56,483)
Net interest income/expense	**(479)**	-	**(479)**	198	(677)	**(2,465)**	-	**(2,465)**	1,198	(3,663)
Consolidated EBITDA	**2,590,570**	2,218,200	**372,370**	2,492,493	98,077	**12,826,758**	12,333,800	**492,958**	13,539,442	(712,684)

Consolidated Financial Statements

LJS Partners, LLC

Years ended December 28, 2025 and December 29, 2024
with Independent Auditor's Report

LJS Partners, LLC

Consolidated Financial Statements

Years ended December 28, 2025 and December 29, 2024

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Independent Auditor's Report

Member
LJS Partners, LLC

Opinion

We have audited the consolidated financial statements of LJS Partners, LLC and its subsidiaries (the Company), which comprise the consolidated balance sheets as of December 28, 2025 and December 29, 2024, and the related consolidated statements of income and changes in member's equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 28, 2025 and December 29, 2024, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS). Our responsibilities under those standards are further described in the Auditor's 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 accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

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

Member
LJS Partners, LLC

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

In performing an audit in accordance with U.S. 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.

Member
LJS Partners, LLC

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The supplementary consolidating information as of and for the year ended December 28, 2025, is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Coulter & Justus, P.C.

Knoxville, Tennessee
June 16, 2026

LJS Partners, LLC

Consolidated Balance Sheets

	December 28 2025	December 29 2024
Assets:		
Current assets:		
Cash	**$ 7,578,307**	$ 4,748,614
Advertising fund restricted cash	**6,225,311**	3,534,105
Royalties and other franchisee receivables, net	**1,653,082**	1,822,649
Inventories	**2,427,425**	2,295,519
Sub-lease receivables, net, current portion	**588,588**	537,585
Prepaid expenses and other current assets	**2,646,738**	4,447,701
Total current assets	**21,119,451**	17,386,173
Property and equipment, net	**77,952,447**	47,042,098
Other noncurrent assets:		
Sub-lease receivables, net, less current portion	**10,706,147**	11,213,415
Operating lease right-of-use assets	**61,387,805**	59,692,253
Finance lease right-of-use assets, net	**18,559,432**	19,120,574
Intangible assets, net	**16,220,674**	17,734,823
Goodwill, net	**10,152,341**	11,627,690
Other noncurrent assets, net	**2,114,027**	2,197,253
Total other noncurrent assets	**119,140,426**	121,586,008
Total assets	**$ 218,212,324**	$ 186,014,279
Liabilities and member's equity		
Current liabilities:		
Accounts payable	**$ 8,499,465**	$ 3,632,314
Accrued expenses and other current liabilities	**16,041,127**	15,552,540
Finance lease liabilities, current portion	**2,012,380**	842,384
Operating lease liabilities, current portion	**12,013,810**	8,567,145
Total current liabilities	**38,566,782**	28,594,383
Noncurrent liabilities:		
Finance lease liabilities, less current portion	**27,433,602**	28,668,846
Operating lease liabilities, less current portion	**58,852,695**	60,497,346
Other noncurrent liabilities	**2,574,726**	1,769,005
Total noncurrent liabilities	**88,861,023**	90,935,197
Total liabilities	**127,427,805**	119,529,580
Member's equity	**90,784,519**	66,484,699
Total liabilities and member's equity	**$ 218,212,324**	$ 186,014,279

See accompanying Notes to Consolidated Financial Statements.

LJS Partners, LLC

Consolidated Statements of Income

	Year ended December 28 2025	Year ended December 29 2024
Franchisor revenues:		
Royalties and other franchise income	**$ 10,627,608**	$ 10,689,134
Advertising fund revenues	**10,031,671**	10,008,932
Other operating revenues	**640,200**	633,363
Total franchisor revenues	**21,299,479**	21,331,429
Franchisor operating expenses:		
Compensation and related employee benefits	**8,281,987**	8,169,529
Long-term incentive compensation	**890,000**	1,360,000
Franchise direct expenses	**1,023,910**	803,670
Professional and consulting fees and contract labor	**1,141,460**	1,331,354
Advertising fund expenses	**9,231,671**	9,208,932
Office and other general and administrative expenses	**2,617,101**	1,814,064
ASC 842 rent expense	**2,416,217**	2,456,195
ASC 842 amortization	**1,442,114**	1,410,130
Depreciation and amortization	**3,149,322**	3,099,361
Total franchisor operating expenses	**30,193,782**	29,653,235
Franchisor operating loss	**(8,894,303)**	(8,321,806)
Company-owned restaurant units:		
Net sales	**210,686,304**	196,723,369
Cost of sales	**(61,134,182)**	(57,617,394)
Compensation and related employee benefits	**(61,102,567)**	(58,082,379)
Other expenses	**(41,150,987)**	(37,613,279)
Rent expense	**(10,186,304)**	(10,029,134)
General and administrative expense	**(7,897,509)**	(7,713,342)
Depreciation and amortization	**(8,916,620)**	(6,135,174)
Net gain on disposal of property and equipment	**(149,193)**	316,932
Loss on impaired property and equipment	**(677,449)**	(381,036)
Company-owned restaurant units operating income	**19,471,493**	19,468,563
Other income (expense):		
Interest income	**846,685**	892,508
Other nonoperating income (expense), net	**16,023**	(70,319)
Interest expense	**(2,352,024)**	(2,382,897)
Total other expense, net	**(1,489,316)**	(1,560,708)
Income before provision for state income taxes	**9,087,874**	9,586,049
Provision for income taxes	**388,054**	381,659
Net income	**$ 8,699,820**	$ 9,204,390

See accompanying Notes to Consolidated Financial Statements.

LJS Partners, LLC

Consolidated Statements of Changes in Member's Equity

Member's equity at January 1, 2024	$	48,981,912
Member contributions		8,298,397
Net income		9,204,390
Member's equity at December 29, 2024		66,484,699
Member contributions		**15,600,000**
Net income		**8,699,820**
Member's equity at December 28, 2025	**$**	**90,784,519**

See accompanying Notes to Consolidated Financial Statements.

LJS Partners, LLC

Consolidated Statements of Cash Flows

	Year ended December 28 2025	Year ended December 29 2024
Operating activities		
Net income	**$ 8,699,820**	$ 9,204,390
Adjustments to reconcile net income		
to net cash flows provided by operating activities:		
Credit loss expense	**423,908**	319,541
Depreciation and amortization	**13,539,342**	10,644,665
Long-term incentive compensation	**890,000**	1,360,000
Net gain on disposal of property and equipment	**149,193**	(316,932)
Impairment of property and equipment	**677,449**	381,036
Changes in assets and liabilities:		
Royalties and other franchisee receivables	**(254,341)**	(32,542)
Inventories	**(131,906)**	62,363
Prepaid expenses and other assets	**1,859,689**	(1,163,033)
Accounts payable and accrued expenses	**4,930,406**	686,239
Lease costs in excess of cash payments	**172,531**	132,799
Other noncurrent liabilities	**(84,279)**	(202,460)
Net cash flows provided by operating activities	**30,871,812**	21,076,066
Investing activities		
Principal payments on sub-lease receivables	**456,265**	418,682
Cash paid for business combinations	**-**	(2,935,214)
Proceeds from insurance	**793,683**	1,180,334
Purchases of property and equipment	**(41,223,355)**	(23,617,599)
Net cash flows used in investing activities	**(39,973,407)**	(24,953,797)
Financing activities		
Member contributions	**15,600,000**	3,960,570
Payments to related party	**-**	(41,039)
Payments of finance lease obligations	**(977,506)**	(841,879)
Net cash flows provided by financing activities	**14,622,494**	3,077,652
Net change in cash and restricted cash	**5,520,899**	(800,079)
Cash and restricted cash, beginning of year	**8,282,719**	9,082,798
Cash and restricted cash, end of year	**$ 13,803,618**	$ 8,282,719

LJS Partners, LLC

Consolidated Statements of Cash Flows (continued)

	Year ended December 28 2025	Year ended December 29 2024
Cash and restricted cash are as follows		
Cash	**$ 7,578,307**	$ 4,748,614
Advertising fund restricted cash	**6,225,311**	3,534,105
Total cash and restricted cash	**$ 13,803,618**	$ 8,282,719
Supplemental disclosure of cash flow information		
Cash paid for interest	**$ 2,352,024**	$ 2,573,888
Cash paid for income taxes	**553,215**	415,287
Supplemental disclosure of noncash activities		
Noncash member contributions (Note 3 and Note 13)	**$ -**	$ 4,337,827
Lease liability assumed in exchange for sub-lease receivable	**-**	960,791
Right of use assets assumed in exchange for lease liability	**912,258**	5,586,088
Sub-lease receivable exchanged for right-of-use asset	**-**	404,776
Accrued construction in progress	**425,332**	1,069,062

See accompanying Notes to Consolidated Financial Statements.

1. Nature of Operations

LJS Partners, LLC (the Company) is a Delaware limited liability company based in Louisville, Kentucky and is wholly owned by Four Oaks Partners, LLC. LJS Partners, LLC owns all of the issued and outstanding ownership interests of Long John Silver's, LLC, a Delaware limited liability company. Long John Silver's, LLC (LJS) owns the following wholly-owned subsidiaries: LJS Restaurants, LLC, LJS Opco One, LLC (Opco One) and LJS Opco Two, LLC (Opco Two), all of which are Delaware limited liability companies.

Long John Silver's, LLC is the franchisor. LJS franchises 157 single-brand LJS restaurant units (units). 21 of these units are located outside of the United States. In addition to the single-brand units there are 126 franchised multi-brand units that include the LJS concept. All franchised LJS units are owned and operated by franchisees under the terms of franchise agreements. Franchisees consist of individuals or entities owning one or more units.

Franchised units operating outside of the United States operate in three foreign countries. Operations outside of the United States are subject to risks inherent in operating under different legal systems and various political and economic environments. Among the risks are changes in existing regulations and tax laws, possible limitations on foreign investment and income repatriation, government price or foreign exchange controls, and restrictions on currency exchange.

In addition to the franchised units, Opco One and Opco Two operate a total of 217 company-owned units throughout Arizona, Arkansas, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maryland, Michigan, Missouri, New Mexico, Ohio, Oklahoma, Pennsylvania, Texas, and West Virginia. Opco One and Opco Two were formed in 2015 to purchase the business net assets of certain franchisees after which the respective franchisee-owned units would then be operated as company-owned units.

45 company-owned units are multi-brand units that include both the LJS and A&W Restaurants (A&W) concepts. For the years ended December 28, 2025 and December 29, 2024, approximately 4% of the net sales of company-owned units consist of non-LJS sales.

The Company operates on a 52-53-week fiscal year with the year ending on the Sunday closest to January 1 of the following year. Thus, the 2025 fiscal year ended on December 28, 2025 (referred to as 2025) and the 2024 fiscal year ended on December 29, 2024 (referred to as 2024). A 53rd week is added every five or six years.

2. Summary of Significant Accounting Policies

Basis of Accounting and Presentation

The accompanying consolidated financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP). The Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) is the sole source of authoritative U.S. GAAP.

The accompanying consolidated financial statements include the accounts of LJS Partners, LLC, along with its wholly owned subsidiary, Long John Silver's, LLC, and its three wholly owned subsidiaries (Note 1), as well as the Advertising Fund (collectively, the Company). LJS Restaurants, LLC has no account balances or activity. All significant intercompany accounts and transactions have been eliminated in consolidation.

Use of Estimates

The preparation of the accompanying consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Significant items subject to such estimates and assumptions includes allowance for credit losses, useful lives of property and equipment, fair value, evaluations for impairment considerations, franchise and advertising receivables, determining lease classifications, accrued self-insurance cost, accrual for incentive compensation and other contingent liabilities. Accordingly, actual results could differ from those estimates.

Restricted Cash

Restricted cash relates to cash held by the Advertising Fund to be used for advertising expenses.

Franchisee and Sub-Lease Receivables and Allowance for Credit Losses

The Company's receivables are a result of ongoing business arrangements with franchisees and are generally uncollateralized. Franchise agreements are subject to personal guarantees. Royalties and advertising fees from franchisees are based on a percentage of unit sales and are generally due within 20 days of the period end in which the corresponding sales occur. Royalties and other franchisee receivables also include current rents due from certain franchisees. Royalties and other franchise receivables are generally considered past due when not received within the defined timeframe per the respective franchise or lease agreement.

The Company's sub-lease receivables consist of direct financing leases with franchisees. Sub-lease receivables are considered to have similar risk characteristics for purposes of estimating the related allowance for credit losses. Interest income with respect to sub-lease receivables is recognized over the term using the effective interest method. For sub-lease receivables on non-accrual status, interest income is recognized only to the extent interest payments are received. Management has determined no allowance for credit losses on sub-lease receivables is necessary at December 28, 2025 and December 29, 2024. Sub-lease receivables, net, were $11,556,184 as of December 31, 2023.

2. Summary of Significant Accounting Policies (continued)

Franchisee and Sub-Lease Receivables and Allowance for Credit Losses (continued)

The Company uses an expected credit loss methodology to estimate an allowance for credit losses. This methodology assesses historical losses based on revenues and includes an assessment of expected changes in the foreseeable future or the expectation for future losses. Management considers the following factors when determining collectability: contract terms, creditworthiness, past transaction history, current economic industry trends, and changes in payment terms. Past due balances over 60 days and other higher risk amounts are reviewed individually for collectability. Estimated uncollectible amounts result in a charge to earnings and a credit to a valuation allowance. Balances that remain outstanding after reasonable collection efforts are written off through a charge to the valuation allowance and a credit to receivables. Royalties and other franchise receivables, net were $2,190,682 as of December 31, 2023.

Changes in the allowance for credit losses are as follows:

	2025	2024
Beginning balance	**$1,231,395**	$3,106,835
Changes in allowance for credit losses	**602,849**	539,530
Write-offs	**(256,404)**	(2,194,981)
Recoveries	**(178,941)**	(219,989)
Ending balance	**$1,398,899**	$1,231,395

Inventories

Inventories principally consist of food and paper products and are stated at the lower of cost or net realizable value using the first-in, first-out method.

Property and Equipment

Property and equipment are stated at cost, except for assets acquired using purchase accounting, which are recorded at fair value at the date of acquisition. Additions and improvements that significantly add to productive capacity or extend the useful life of assets are capitalized. Maintenance and repair costs are expensed as incurred. Depreciation is calculated using the straight-line method over the estimated useful lives of the assets. The estimated useful lives of the property and equipment range from 2 to 20 years.

Impairment of Long-lived Assets

The Company reviews for the impairment of long-lived assets whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. This review is generally performed at the unit level based on specified operating criteria. An impairment loss would be recognized when the estimated future undiscounted cash flows expected to result from the use of the asset and its eventual disposition are less than its carrying amount.

2. Summary of Significant Accounting Policies (continued)

Goodwill, Franchise Contract Rights, Brand Value and Trademarks

Goodwill represents the excess purchase price over the estimated fair value of net assets acquired in a business combination. The Company has adopted the goodwill accounting alternative for private companies. Under this accounting alternative goodwill must be tested for impairment at least annually if events or changes in circumstances indicate that goodwill might be impaired. Goodwill is tested at the entity level. The Company amortizes goodwill on a straight-line basis over 10 years.

Franchise contract rights are amortized over the average remaining term of franchise agreements that are currently in place with franchisees, generally 10 years. Brand value and trademarks are considered to have a 20 year life and are being amortized over that period of time.

Advertising Fund

Each franchisee and each of the company-owned units, are required to remit a defined percentage of their sales to an Advertising Fund (Ad Fund). Such remittances are due within 20 days of the period end in which the corresponding sales occur. These revenues are presented as advertising fund revenues within operating revenues. Expenses incurred for advertising, as well as administration of the Ad Fund, are presented as advertising fund expenses within operating expenses. When revenues of the Ad Fund exceed the related advertising and administrative expenses, advertising costs are accrued up to the amount of such excess revenues on an annual basis. The Ad Fund is managed by LJS as a custodian whereby LJS provides for the safekeeping of the Ad Fund's assets. In accordance with ASC 606, *Revenue from Contracts with Customers*, LJS acts as a principal in the transactions entered into by the Ad Fund. The Ad Fund is included in the consolidated statements based on LJS's responsibility to determine the nature of the goods or services provided. Oversight over the assets and activities of the Ad Fund is provided for by the applicable sub-committees of the Franchisee Association Board.

The assets of the fund consist primarily of cash and the amounts due (receivables) from the franchisees and Company owned units and can only be used for selected advertising and promotional purposes. Liabilities in the amount equal to the restricted assets represent the corresponding obligation arising from the receipt of the amounts to be used to purchase advertising and promotional media. Accordingly, the Ad Fund has no equity or net assets.

Leases

The Company determines if an arrangement is or contains a lease at contract inception and recognizes a right-of-use (ROU) asset and a lease liability at the lease commencement date. Leases are classified as either finance leases or operating leases.

The lease liability is initially and subsequently measured at the present value of the unpaid lease payments at the lease commencement date. Lease payments included in the measurement of the lease liability include fixed payments owed over the lease term. The Company discounts its unpaid lease payments using the risk free rate for operating leases.

2. Summary of Significant Accounting Policies (continued)

Leases (continued)

The lease term includes the noncancellable period of the lease plus any additional periods covered by either a Company option to extend (or not to terminate) the lease that the Company is reasonably certain to exercise, or an option to extend (or not to terminate) the lease controlled by the lessor. The Company has elected not to recognize a ROU asset and lease liability for its short-term leases, which are defined as leases with an initial term of 12 months or less.

The ROU asset is initially measured at cost, which comprises the initial amount of the lease liability adjusted for lease payments made at or before the lease commencement date. The operating ROU asset is subsequently measured throughout the lease term at the carrying amount of the lease liability less any accrued lease payments. Lease expense for operating lease payments is recognized on a straight-line basis over the lease term. The finance ROU asset is subsequently measured by amortizing on a straight-line basis. Amortization expense of the finance ROU asset is recognized separately from interest on the lease liability.

Variable lease payments associated with the Company's leases are recognized when the event, activity, or circumstance in the lease agreement on which those payments are assessed occurs. Variable lease payments are presented as operating expenses in the Company's statement of income with the expense arising from fixed lease payments.

The Company monitors for events or changes in circumstances that require a reassessment of one of its leases. When a reassessment results in the remeasurement of a lease liability, a corresponding adjustment is made to the carrying amount of the corresponding ROU asset.

Business Acquisitions

The Company applies the provisions of ASC 805, *Business Combinations*, in accounting for its acquisitions. This standard requires the Company to recognize separately from goodwill the assets acquired and liabilities assumed at their acquisition date fair values. Goodwill as of the acquisition date is measured as the excess of consideration transferred over the net of the acquisition date fair values of the assets acquired and liabilities assumed. While best estimates and assumptions to accurately value assets acquired and liabilities assumed at the acquisition date are used, these estimates are inherently uncertain and subject to refinement. As a result, during the measurement period, which may be up to one year from the acquisition date, adjustments may be made to the assets acquired and liabilities assumed with the corresponding offset to goodwill. Business acquisition transaction costs are expensed as incurred.

2. Summary of Significant Accounting Policies (continued)

Revenue Recognition

Revenue is generally recognized when performance obligations under the terms of contracts with customers are satisfied.

The Company executes franchise agreements with respect to each restaurant unit, the initial terms of which are generally twenty years with an option to renew for two consecutive five-year terms. Revenues from franchisees include initial fees, continuing fees, transfer fees, renewal fees, and in some cases, rental income, which is reflected as non-operating income or payments on sub-lease receivables. The Company recognizes the non-refundable initial fees as revenue over the term of the franchise agreement. The Company recognizes transfer fees when the transfer of a franchise becomes effective. The Company recognizes renewal fees when a renewal agreement with a franchisee becomes effective. Initial fees and renewal income per the accompanying consolidated statements of income and changes in member's equity for the year ended December 28, 2025 and December 29, 2024, includes revenue from such fees totaling approximately $218,000 and $80,000, respectively.

The Company recognizes continuing fees from royalties which are based upon a percentage of a franchisee's gross sales as earned and in the same period in which the related franchisee sales occur. The Company's continuing fees revenue, inherently variable consideration, is subject to the sales-based royalty exception under ASC 606, *Revenue from Contracts with Customers*. Franchisees report their sales and corresponding royalties on various monthly and period calendars, calendars that do not necessarily correspond to the Company's thirteen-period reporting calendar. Continuing fees are estimated as of the fiscal year-end based on the franchisee's last reported period sales. The Company does not generally factor in sales growth or decline in its estimation process, except with respect to the Lenten season. All estimates are adjusted to actual in the period the sales are reported to the Company by the franchisees.

Revenues may reflect multiple periods of estimates with respect to franchisees that may not be reporting on a timely basis. Royalties and other franchise income per the accompanying consolidated statements of income and changes in member's equity for the year ended December 28, 2025 and December 29, 2024, includes revenue from continuing fees (royalties) totaling approximately $10,410,000 and $10,609,000, respectively.

The Company recognizes rental income as earned over the terms of the respective rental agreements.

The sales at company-owned units are recorded upon the completion of a customer's order and at the point in time when the restaurant unit has otherwise satisfied its performance obligation and the customer has the right to receive and consume the benefit from the purchased menu items. Sales are reported net of any discounts and are presented net of any sales-related taxes collected from the customer. Cost of sales include the costs of food, beverages, and paper products. After the completion of its performance obligations, the Company has an unconditional right to consideration.

2. Summary of Significant Accounting Policies (continued)

Revenue Recognition (continued)

Opco One and Opco Two receive incentives from certain vendors. Such incentives or rebate amounts, which total approximately $3,698,000 and $3,506,000, respectively, with respect to the years ended December 28, 2025 and December 29, 2024, are recognized as earned and are reflected as a reduction of cost of sales.

Other operating revenues per the accompanying consolidated statements of income and changes in member's equity for the years ended December 28, 2025 and December 29, 2024, consist primarily of help desk and technology fees. Help desk revenues are recognized at a point in time when the services are performed and technology fees are recognized over time as the services are performed.

Fair Value Measurements

The Company utilizes valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs to the extent possible. The Company determines fair value based on assumptions that market participants would use in pricing an asset or liability in the principal or most advantageous market. When considering market participant assumptions in fair value measurements, the following fair value hierarchy distinguishes between observable and unobservable inputs, which are categorized in one of the following levels in accordance with ASC 820, *Fair Value Measurements*:

> *Level 1 inputs*: Unadjusted quoted prices in active markets for identical assets or liabilities accessible to the reporting entity at the measurement date;
>
> *Level 2 inputs*: Other than quoted prices included in Level 1 inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the asset or liability; and
>
> *Level 3 inputs*: Unobservable inputs for the asset or liability used to measure fair value to the extent that observable inputs are not available, thereby allowing for situations in which there is little, if any, market activity for the asset or liability measurement date.

The assets acquired and liabilities assumed for business combinations (Note 3) are measured at fair value on the acquisition date.

2. Summary of Significant Accounting Policies (continued)

Income Taxes

Four Oaks Partners, LLC, the owner of all of the outstanding member units of LJS Partners, LLC, is a limited liability company operating in a manner consistent with treatment as a partnership for federal income tax purposes and as a result does not pay federal income taxes on its taxable income. In lieu of corporate federal income taxes, the members are taxed on their respective share of company earnings. LJS Partners, LLC, Long John Silver's, LLC, LJS Opco One, LLC, and LJS Opco Two, LLC are single-member limited liability companies for tax reporting purposes and are therefore treated as disregarded entities with their operations combined with those of Four Oaks Partners, LLC for federal and most state income tax reporting purposes.

The provision for state income taxes in the consolidated statements of income differs from the amount that would result from applying state statutory rates to income before income taxes as most of the states recognize limited liability companies as flow through entities and the Companies' owners are responsible for the respective taxes. Management has determined that deferred income taxes are insignificant to the accompanying consolidated financial statements.

The Company has no material unrecognized tax benefits or known material contingencies as of December 28, 2025. Penalties and interest associated with tax positions, if any, are classified as a component of selling, general, and administrative expenses. With limited exceptions, the Company is not subject to examination by taxing authorities for years before 2022.

Reclassification

Certain amounts have been reclassified in 2024 to conform to the 2025 classifications.

Subsequent Events

The Company has evaluated events occurring subsequent to December 28, 2025, through June 16, 2026 the date the accompanying consolidated financial statements were available to be issued.

3. Business Combinations and Divestiture

2024 Business Combinations

Effective April 19, 2024, the Company purchased the assets of a specific franchisee, taking over the operations of 12 restaurants in Iowa, Illinois and Arizona, for consideration paid of $1,986,309. Transaction costs related to this acquisition were $37,136.

Effective April 21, 2024, the Company purchased the assets of a specific franchisee, taking over the operations of 3 restaurants in Indiana for consideration paid of $306,481. Transaction costs related to this acquisition were $5,805.

Effective September 9, 2024, the Company purchased assets of a specific franchisee, taking over the operations of 8 restaurants for the consideration paid of $659,024. Transaction costs related to this acquisition were $11,175.

The principal purpose of the acquisitions is to further protect and develop the Long John Silver's brand.

The consideration paid for these acquisitions, as well as the amounts of estimated fair value of assets acquired and liabilities assumed at each acquisition date, are summarized as follows:

	Nellis	S&S Silver	HAGA
Cash	**$1,986,309**	**$306,481**	**$659,024**
Tangible assets:			
Cash	**12,100**	**2,100**	**2,400**
Inventory	**150,000**	**61,844**	**34,496**
Prepaid expenses and other assets	**34,073**	**14,825**	**54,278**
Property and equipment	**2,149,136**	**273,293**	**586,742**
Total assets acquired	**2,345,309**	**352,062**	**677,916**
Liabilities assumed:			
Accounts payable and accrued expenses	**359,000**	**45,581**	**18,892**
Total purchase price	**$1,986,309**	**$306,481**	**$659,024**

3. Business Combinations and Divestiture (continued)

2023 Divestiture

Effective July 25, 2023, Opco One and Opco Two divested assets of 23 restaurants located in Tennessee, Kentucky, North Carolina, South Carolina, Georgia and West Virginia, for cash consideration of approximately $1,136,000. The assets were purchased by a related party under common control. For 2023, a deemed distribution of $1,016,775 was recorded related to the divestiture. During 2024, the Company reassessed the divesture and recorded a change in estimate of $747,443 to reduce the contingent lease liabilities (Note 9) assumed as a result of the divestiture.

4. Concentrations of Credit Risk

The federal deposit insurance coverage provided by the Federal Deposit Insurance Corporation (FDIC) provides a stipulated amount of coverage per depositor at each FDIC insured depository institution. The Company's on deposit cash balances often exceed amounts that are fully insured under federal deposit insurance coverage. At December 28, 2025, the Company had approximately $2,063,000 that was covered by FDIC insurance with the remaining balance of approximately $9,643,000 uninsured.

Management believes concentrations of credit risk with respect to royalties and other franchisee receivables are mitigated due to the large number of franchisees. The Company is dependent on the economic success of its LJS Brand, as well as the economic health of the geographical areas in which its franchisees, Opco One, and Opco Two operate LJS units.

5. Property and Equipment

At December 28, 2025 and December 29, 2024, property and equipment, net, consists of the following:

	2025	2024
Land	**$ 179,923**	$ 179,923
Building improvements	**-**	410,848
Leasehold improvements	**48,465,205**	21,248,079
Computers and other office equipment	**458,745**	396,738
Computer software	**94,590**	94,590
Office furniture and fixtures	**9,779**	5,431
Restaurant equipment	**43,000,898**	28,843,873
Construction in progress	**6,294,142**	6,714,996
	98,503,282	57,894,478
Less accumulated depreciation	**20,550,835**	10,852,380
	$77,952,447	$47,042,098

5. Property and Equipment (continued)

Depreciation expense is $9,051,944 and $6,220,537 for the years ended December 28, 2025 and December 31, 2024, respectively. The estimated cost to complete the construction in progress is approximately $5,691,637. The Company received insurance proceeds of $793,683 and $1,180,334 for the years ended December 28, 2025 and December 29, 2024, respectively, related to fires that destroyed units.

6. Intangible Assets

The Company's goodwill and intangible assets, all of which have finite lives, consists of the following as of December 28, 2025:

	Gross Carrying Amount	**Accumulated Amortization**	**Net Carrying Amount**
Goodwill	**$14,753,488**	**$(4,601,147)**	**$10,152,341**
Brand value and trademarks	**$11,689,136**	**$(1,833,277)**	**$ 9,855,859**
Franchise contract rights	**9,296,920**	**(2,932,105)**	**6,364,815**
Total intangible assets	**$20,986,056**	**$(4,765,382)**	**$16,220,674**

The Company's goodwill and intangible assets, all of which have finite lives, consists of the following as of December 29, 2024:

	Gross Carrying Amount	**Accumulated Amortization**	**Net Carrying Amount**
Goodwill	$14,753,488	$(3,125,798)	$11,627,690
Brand value and trademarks	$11,689,136	$(1,248,820)	$10,440,316
Franchise contract rights	9,296,920	(2,002,413)	7,294,507
Total intangible assets	$20,986,056	$(3,251,233)	$17,734,823

Amortization expense of goodwill was $1,475,349 for each of the years ended December 28, 2025 and December 29, 2024. The weighted average remaining useful life is 6.8 years and amortization expense for each of the next five fiscal years is expected to be approximately $1,475,000 annually. There has been no impairment of goodwill since initial recognition. Amortization expense of brand value and trademarks and franchise contract rights was $1,514,149 for each of the years ended December 28, 2025 and December 29, 2024. The weighted average remaining useful life is 16.9 years for brand value and trademarks and 6.9 years for franchise contract rights. Total amortization expense for brand value and trademarks and franchise contract rights for each of the next five succeeding fiscal years is expected to approximate $1,514,000 annually.

7. Finance Leases and Sub-Lease Receivables

Finance Leases

The Company is a party, as the lessee, to two Master Lease Agreements with Lojon Property 71, LLC, an unrelated third party, as the lessor. The leases consist of a 20-year Master Lease and a 15-year Master Lease (collectively, the 2019 Master Lease) and were negotiated effective October 1, 2019. The initial term of the 20-year Master Lease expires September 30, 2039, and is subject to one ten-year and two five-year renewal options at the discretion of the Company. The initial term of the 15-year Master Lease expires September 30, 2034, and is subject to one ten-year and two five-year renewal options at the discretion of the Company. The current portfolio of leases under the 2019 Master Lease totals 68 properties.

The leased properties contain both land and buildings. Under U.S. GAAP, if the land portion is considered significant, then it would be accounted for separately as an operating lease. The Company determined the land portion was significant and accordingly is accounting for the land portion as an operating lease (Note 8).

At December 28, 2025, the monthly lease payment under the 2019 Master Lease totals $419,986. Of this total, $275,931 is allocable to building and $144,055 is allocable to the land. The monthly lease payment increased 1.50% each October through October 2024. The monthly lease payment increases 2.00% each October through October 2033 for the 15-year Master Lease and October 2038 for the 20-year Master Lease.

Amounts reported in the consolidated balance sheets related to finance lease agreements are as follows:

	2025	**2024**
Finance lease right-of-use assets, net	**$18,559,432**	$19,120,574
Finance lease liabilities:		
Current portion	**$ 2,012,380**	$ 842,384
Noncurrent portion	**27,433,602**	28,668,846
Total finance lease liabilities	**$29,445,982**	$29,511,230

7. Finance Leases and Sub-Lease Receivables (continued)

Finance Leases (continued)

At December 28, 2025, the estimated aggregate future payments required by fiscal year are as follows:

2026	**$ 3,405,271**
2027	**3,472,172**
2028	**3,540,411**
2029	**3,610,015**
2030	**3,684,523**
Thereafter	**29,543,677**
	47,256,069
Less imputed interest	**17,810,087**
Finance lease liabilities	**$29,445,982**

Components of lease expense are as follows for the year ended:

	2025	2024
Finance lease expense:		
Amortization of right-of-use asset	**$ 1,473,400**	$ 1,410,130
Interest on finance leases	**2,378,391**	2,368,389
Total finance lease expense	**$ 3,851,791**	$ 3,778,519

Other information related to finance leases are as follows for the year ended:

	2025	2024
Supplemental cash flow information:		
Operating cash flows	**$ 2,378,391**	$ 2,368,389
Finance cash flows	**977,506**	841,879
Weighted average remaining term (years)	**12.72**	13.48
Weighted average discount rate	**8.00%**	8.00%

7. Finance Leases and Sub-Lease Receivables (continued)

Sub-lease Receivables

The Company is a party to sub-leases relative to all of the 2019 Master Lease properties. Opco One and Opco Two currently operate company-owned restaurant units on 43 of these properties, the effect of which are eliminated in consolidation. The remaining 25 sub-lease agreements are with existing franchisees.

Of the sub-lease agreements with franchisees, 14 are for a term of 20 year and 11 are for a term of 15 years. The respective sub-leases are not subject to renewal unless the Company renews the 2019 Master Lease. The 2019 Master Lease is one single financial instrument covering all the properties. Accordingly, the Company cannot elect to exercise an option to renew the lease terms for one or more leased properties without exercising its option to renew the 2019 Master Lease in its entirety.

At December 28, 2025, the average rent payment due under the respective sub-leases is approximately $4,800 per month. The monthly rent payment under each of the respective sub-leases is similar to the monthly lease payment under the 2019 Master Lease and follows the same escalation schedule. The accompanying consolidated balance sheets reflect the net present value of the respective sub-lease receivables discounted at 8.00%.

At December 28, 2025, the estimated net present value of the future minimum collections of the sub-lease receivables due from franchisees are as follows:

2026	**$ 1,345,371**
2027	**1,369,786**
2028	**1,394,678**
2029	**1,420,191**
2030	**1,446,593**
Thereafter	**10,676,584**
	17,653,203
Less unearned interest	**6,421,304**
Total sub-lease receivables	**11,231,899**
Current portion (excluding accrued interest)	**525,752**
Non-current portion	**$10,706,147**

At December 28, 2025 and December 29, 2024, accrued interest receivable relative to the sub-lease receivables is $62,836 and $67,389, respectively. Such amounts are included within sub-lease receivables, net, current portion, on the consolidated balance sheets.

8. Operating Leases

Office Space

The Company leases its office space under an operating lease that expires in September 2031. For the years ended December 28, 2025 and December 29, 2024, operating lease expense under the office space lease was approximately $505,000 and $463,000, respectively.

Amounts reported in the consolidated balance sheets related to the office space operating lease agreement are as follows:

	2025	2024
Operating lease right-of-use assets	**$2,264,957**	$1,597,059
Operating lease liabilities:		
Current portion	**$ 470,155**	$ 377,345
Noncurrent portion	**2,085,170**	1,276,070
Total operating lease liabilities	**$2,555,325**	$1,653,415

At December 28, 2025, the estimated future minimum lease payment commitments under the above operating lease are as follows:

2026	**$ 491,312**
2027	**501,056**
2028	**507,744**
2029	**511,522**
2030	**521,796**
Thereafter	**352,498**
	2,885,928
Less present value discount	**330,603**
Operating lease liabilities	**$2,555,325**

Other information related to office space operating lease are as follow for the year ended:

	2025	2024
Supplemental cash flow information:		
Approximate operating cash flows	**$ 475,000**	$ 457,000
Weighted average remaining term (years)	**5.76**	3.75
Weighted average discount rate	**4.50%**	4.50%

8. Operating Leases (continued)

Opco One and Opco Two Restaurant Units

Opco One and Opco Two operate a total of 217 company-owned units. 174 of these units are subject to operating leases with third parties with lease terms which expire through October 2042. The remaining units are subject to sub-leases between Opco One or Opco Two and LJS. Intercompany related rent income and rent expense is eliminated in consolidation. At December 28, 2025, the Company's monthly lease obligations under third party leases total approximately $1,044,000. For the years ended December 28, 2025 and December 29, 2024, operating lease expense under these leases was approximately $10,228,000 and $10,020,000, respectively.

Amounts reported in the consolidated balance sheets related to these operating lease agreements are as follows:

	2025	2024
Operating lease right-of-use assets	**$49,772,561**	$47,981,698
Operating lease liabilities:		
Current portion	**$ 9,914,747**	$ 7,745,476
Noncurrent portion	**43,493,107**	44,258,672
Total operating lease liabilities	**$53,407,854**	$52,004,148

At December 28, 2025, the estimated future minimum lease payment commitments under the above operating leases is as follows:

2026	**$10,346,480**
2027	**10,052,919**
2028	**9,576,701**
2029	**7,918,106**
2030	**6,550,747**
Thereafter	**17,446,395**
	61,891,348
Less present value discount	**8,483,494**
Operating lease liabilities	**$53,407,854**

Other information related to these operating leases are as follows for the year ended:

	2025	2024
Supplemental cash flow information:		
Approximate operating cash flows	**$10,265,000**	$10,038,000
Weighted average remaining term (years)	**7.05**	7.13
Weighted average discount rate	**4.35%**	4.40%

8. Operating Leases (continued)

LOJON Land Leases

The Company is a party, as the lessee, to two Master Lease Agreements with Lojon Property 71, LLC. The Company determined the land portion was significant and accordingly, under U.S. GAAP, is accounting for the land portion as an operating lease. The building portion of the 2019 Master Lease Agreement is being accounted for as a finance lease (Note 7). For the years ended December 28, 2025 and December 29, 2024, operating lease expense under these leases was approximately $1,963,000 and $1,836,000, respectively.

Amounts reported in the consolidated balance sheets related to these operating lease agreements are as follows:

	2025	2024
Operating lease right-of-use assets	**$ 9,350,287**	$10,113,496
Operating lease liabilities:		
Current portion	**$ 1,628,908**	$ 444,324
Noncurrent portion	**13,274,418**	14,962,604
Total operating lease liabilities	**$14,903,326**	$15,406,928

At December 28, 2025, the estimated future minimum lease payment commitments under the above operating leases are as follows:

2026	**$ 1,759,221**
2027	**1,794,405**
2028	**1,830,293**
2029	**1,866,899**
2030	**1,904,237**
Thereafter	**14,981,328**
	24,136,383
Less present value discount	**9,233,057**
Operating lease liabilities	**$14,903,326**

Other information related to these operating leases are as follows for the year ended:

	2025	2024
Supplemental cash flow information:		
Approximate operating cash flows	**$ 1,703,000**	$ 1,676,000
Weighted average remaining term (years)	**12.59**	14.00
Weighted average discount rate	**8.00%**	8.00%

9. Contingent Lease Liabilities

A former owner of the Company had guaranteed the performance of certain franchisees that are the primary lessees under certain real estate leases where the franchisees operate LJS units. The Company assumed, as guarantor, such contingent lease liabilities. The leases have varying terms, the latest of which expire in 2028. At December 28, 2025, the Company is contingently liable under 3 leases.

The Company's franchise agreements generally contain cross-default provisions which would put the franchisee in default of their franchise agreement in the event of non-payment under the lease. Management believes that such cross-default provisions help reduce the risk that the Company will be required to make payments under these leases.

The Company did not have to act upon its guaranteed obligation during the years ended December 28, 2025 and December 29, 2024.

At December 28, 2025 and December 29, 2024, the potential amount of undiscounted guaranteed payments the Company could potentially be required to make in the event of non-payment by the primary lessees total approximately $196,000 and $619,000, respectively, the aggregate remaining lease payments due to be paid by the lessees over the life of the leases. As of December 28, 2025, the Company does not have a liability recorded for the guarantee obligation relative to the contingent lease liability. As of December 29, 2024, the balance of the guarantee obligation relative to the contingent lease liabilities totals $16,024 and is included in accrued expenses and other current liabilities.

To the extent lease payments under this guarantee obligation are not required to be made by the Company, the guarantee obligation will be amortized into other income over the life of the respective leases. During the years ended December 28, 2025 and December 29, 2024, an income of $16,024 and $70,319, respectively, was recorded to other non-operating income in the accompanying consolidated statements of income.

10. Limited Liability Companies

As limited liability companies, no member/unit holder, director, officer, manager, agent, or employee shall be personally liable for the debts, obligations, or liabilities of the respective companies, whether arising in contract, tort, or otherwise, or for the acts or omissions of any other member/unit holder, director, officer, manager, agent, or employee of the respective companies. Pursuant to the respective limited liability company agreements, no member shall be required to make any additional capital contributions.

11. 401(k) Retirement Plan

Long John Silver's, LLC has adopted a 401(k) defined contribution plan under which participating employees may defer a portion of their annual compensation pursuant to section 401(k) of the Internal Revenue Code. Employees are eligible to participate in the defined contribution plan once minimum age and service requirements are met. Long John Silver's, LLC currently matches up to 4% of a participant's compensation. The Company matches 100% of the salary deferrals up to the first 3% of employee compensation plus 50% of the salary deferrals up to the next 2% of employee compensation. The expense under the defined contribution plan for the years ended December 28, 2025 and December 29, 2024, totaled $153,843 and $152,948, respectively.

12. Long John Silver's National Purchasing Co-op, Inc.

The Company is a party to a supply chain program management agreement between Foodbuy Foodservice (Foodbuy) and Long John Silver's National Purchasing Co-op, Inc. (LJS Co-op). The Foodbuy agreement is for a term through December 31, 2026 with one-year automatic renewals unless otherwise terminated by either party upon giving at least six months prior written notice.

Both Foodbuy and LJS Co-op are organized and operated independently of the Company. The Company does not control LJS Co-op. LJS Co-op is governed by a Board of Directors representing both the franchisees and the Company. Most of the members of LJS Co-op are the franchisees. Opco One and Opco Two are members of LJS Co-op given the company-owned units between the two wholly-owned subsidiaries of LJS (Note 1).

LJS Co-op focuses on providing its members (the franchisees) with the lowest sustainable delivered costs for food, packaging, supplies, and equipment and any equipment related services. Under the supply chain program management agreement, Foodbuy administers a purchasing program on behalf of LJS Co-op whereby Foodbuy acts as the purchasing organization and agent for all of the food, packaging, supplies, and equipment and any equipment related services used in the LJS units located in the United States.

13. Related Party Transactions

For the years ended December 28, 2025 and December 29, 2024, approximately $6,699,000 and $5,658,000, respectively, of royalties and other franchisee income was generated from related parties, defined as related to Four Oaks Partners, LLC, the sole member of the Company.

As of December 28, 2025 and December 29, 2024, gross royalties and other franchisee receivables include approximately $566,000 and $724,000, respectively, due from related parties. No allowance for credit losses has been provided as of December 28, 2025 and December 29, 2024, with respect to these balances. As of December 28, 2025 and December 29, 2024, accounts payable and accrued expenses include approximately $133,000 and $575,000, respectively, due to related parties.

13. Related Party Transactions (continued)

The Company sub-leases seven units to a related party that were previously operated by the Company pursuant to the Lojon Master Lease (Note 7). In addition to these seven units, the related party also sub-leases two additional units from the Company. The sub-lease receivable balance from this related party at December 28, 2025 and December 29, 2024 was approximately $4,800,000 and $5,000,000, respectively. Payments received under these sub-lease arrangements during 2025 and 2024 were approximately $594,000 and $422,000, respectively.

The Company leases several units from Trinity Holdings, LLC, an entity controlled by a related party. For the years ended December 28, 2025 and December 29, 2024, approximately $818,000 and $164,000, respectively, of rent payments were made to the related party.

During 2022 and 2023, the Company received an advance totaling approximately $3,631,000 from a related party. The advance was unsecured, has no maturity date and did not accrue interest. In 2024, the remaining advance was reclassified to member contributions.

14. Contingencies

During the normal course of business, the Company may become involved in legal proceedings. In management's opinion, no such legal proceedings would result in claims against the Company that are material in relation to the accompanying consolidated financial statements, after considering insurance coverage.

15. Self-Insurance Arrangement

Coverage for employee health care cost is self-insured through a group of entities under common control. Given the nature and inherent risk of the self-insurance arrangement, the Company's portion of the cost of health care may change in the near term. As of December 28, 2025 and December 29, 2024, the Company recorded a liability of approximately $730,000 and $173,000, respectively, for their portion of the self-insurance arrangement costs.

16. Incentive Compensation Plan

Effective January 2, 2023, the Company established an Equity Appreciation Incentive Compensation Plan (the Plan) and awarded certain employees a grant of Unit Appreciation Rights. This award allows the participant to receive the benefit of equity appreciation, as defined in the agreement, relating to the increase in equity unit value over the assigned value at award date. The award vests 20% per year from the anniversary date and is payable upon the earlier of a change in control or following termination of employment other than for cause. A total of 4.0 million incentive units are available for issuance under the Plan.

16. Incentive Compensation Plan (continued)

An aggregate of 3,369,600 and 3,522,700 incentive units are outstanding as of December 28, 2025 and December 29, 2024, respectively. As of December 28, 2025 the Plan has 1,696,236 vested units and 1,673,364 unvested units. As of December 29, 2024 the Plan had 1,075,618 vested units and 2,447,082 unvested units. During 2025, 306,400 incentive units have been granted and 459,500 were forfeited. Of the 3,369,600 outstanding as of December 28, 2025, 3,063,200 units having an initial award value of $1.39 per incentive unit and 306,400 units having an initial award value of $2.69 per incentive unit. The calculated incentive unit value at December 28, 2025 and December 29, 2024 was $2.74 and $2.66, respectively, per incentive unit.

Under U.S. GAAP, these incentive units are considered liability awards, and the Company has made the policy decision to measure such awards based on their intrinsic value. The intrinsic value is the appreciation over the value at the date of award. Compensation expense of $890,000 and $1,360,000 and accrual of $2,250,000 and $1,360,000 was recorded in 2025 and 2024, respectively. Compensation will be recorded over the 5-year service period based on intrinsic value achieved. As a liability award, once fully vested, it will continue to be adjusted based on the intrinsic value measured. Forfeitures will be recognized as they occur. Subsequent to year-end, payment of approximately $234,000 was made to an employee no longer in the plan.

LJS Partners

Consolidating Balance Sheet

December 28, 2025

	LJS Partners, LLC	Long John Silver's, LLC and Subsidiaries	Eliminations	Consolidated
Assets				
Current assets:				
Cash	**$ 47,944**	**$ 7,530,363**	**$ -**	**$ 7,578,307**
Advertising fund restricted cash	**-**	**6,225,311**	**-**	**6,225,311**
Royalties and other franchisee receivables, net	**-**	**1,653,082**	**-**	**1,653,082**
Inventories	**-**	**2,427,425**	**-**	**2,427,425**
Sub-lease receivables, net, current portion	**-**	**588,588**	**-**	**588,588**
Prepaid expenses and other current assets	**105,249**	**2,541,489**	**-**	**2,646,738**
Total current assets	**153,193**	**20,966,258**	**-**	**21,119,451**
Property and equipment, net	**-**	**77,952,447**	**-**	**77,952,447**
Other noncurrent assets:				
Sub-lease receivable, net, less current portion	**-**	**10,706,147**	**-**	**10,706,147**
Operating lease right-of-use assets	**-**	**61,387,805**	**-**	**61,387,805**
Finance lease right-of-use assets, net	**-**	**18,559,432**	**-**	**18,559,432**
Intangible assets, net	**-**	**16,220,674**	**-**	**16,220,674**
Goodwill, net	**-**	**10,152,341**	**-**	**10,152,341**
Due from Long John Silver's, LLC	**28,813,197**	**-**	**(28,813,197)**	**-**
Investment in Long John Silver's, LLC	**64,302,659**	**-**	**(64,302,659)**	**-**
Other noncurrent assets, net	**-**	**2,114,027**	**-**	**2,114,027**
Total other noncurrent assets	**93,115,856**	**119,140,426**	**(93,115,856)**	**119,140,426**
Total assets	**$ 93,269,049**	**$ 218,059,131**	**$ (93,115,856)**	**$ 218,212,324**

LJS Partners

Consolidating Balance Sheet (continued)

December 28, 2025

	LJS Partners, LLC	Long John Silver's, LLC and Subsidiaries	Eliminations	Consolidated
Liabilities and member's equity				
Current liabilities:				
Accounts payable	**$ 13,053**	**$ 8,486,412**	**$ -**	**$ 8,499,465**
Accrued expenses and other current liabilities	**221,477**	**15,819,650**	**-**	**16,041,127**
Finance lease liabilities, current portion	**-**	**2,012,380**	**-**	**2,012,380**
Operating lease liabilities, current portion	**-**	**12,013,810**	**-**	**12,013,810**
Total current liabilities	**234,530**	**38,332,252**	**-**	**38,566,782**
Noncurrent liabilities:				
Finance lease liabilities, less current portion	**-**	**27,433,602**	**-**	**27,433,602**
Operating lease liabilities, less current portion	**-**	**58,852,695**	**-**	**58,852,695**
Due to LJS Partners, LLC	**-**	**28,813,197**	**(28,813,197)**	**-**
Other noncurrent liabilities	**2,250,000**	**324,726**	**-**	**2,574,726**
Total noncurrent liabilities	**2,250,000**	**115,424,220**	**(28,813,197)**	**88,861,023**
Total liabilities	**2,484,530**	**153,756,472**	**(28,813,197)**	**127,427,805**
Member's equity	**90,784,519**	**64,302,659**	**(64,302,659)**	**90,784,519**
Total liabilities and member's equity	**$ 93,269,049**	**$ 218,059,131**	**$ (93,115,856)**	**$ 218,212,324**

See Independent Auditor's Report.

LJS Partners

Consolidating Statement of Income and Changes in Member's Equity

Year ended December 28, 2025

	LJS Partners, LLC	Long John Silver's, LLC and Subsidiaries	Eliminations	Consolidated
Franchisor revenues:				
Royalties and other franchise income	$ -	$ 10,627,608	$ -	$ 10,627,608
Advertising fund revenue	-	10,031,671	-	10,031,671
Other operating revenues	-	640,200	-	640,200
Total franchisor revenues	-	21,299,479	-	21,299,479
Franchisor operating expenses:				
Compensation and related employee benefits	-	8,281,987	-	8,281,987
Long-term incentive compensation	890,000	-	-	890,000
Franchise direct expenses	-	1,023,910	-	1,023,910
Professional and consulting fees and contract labor	12,432	1,129,028	-	1,141,460
Advertising fund expenses	-	9,231,671	-	9,231,671
Office and other general and administrative expenses	5,424	2,611,677	-	2,617,101
ASC 842 rent expense	-	2,416,217	-	2,416,217
ASC 842 amortization	-	1,442,114	-	1,442,114
Depreciation and amortization	-	3,149,322	-	3,149,322
Total franchisor operating expenses	907,856	29,285,926	-	30,193,782
Franchisor operating loss	(907,856)	(7,986,447)	-	(8,894,303)
Company-owned restaurant units:				
Net sales	-	210,686,304	-	210,686,304
Cost of sales	-	(61,134,182)	-	(61,134,182)
Compensation and related employee benefits	-	(61,102,567)	-	(61,102,567)
Other expenses	-	(41,150,987)	-	(41,150,987)
Rent expense	-	(10,186,304)	-	(10,186,304)
General and administrative expense	-	(7,897,509)	-	(7,897,509)
Depreciation and amortization	-	(8,916,620)	-	(8,916,620)
Net gain on disposal of property and equipment	-	(149,193)	-	(149,193)
Loss on impaired property and equipment	-	(677,449)	-	(677,449)
Company-owned restaurant units operating income	-	19,471,493	-	19,471,493

LJS Partners

Consolidating Statement of Income and Changes in Member's Equity (continued)

Year ended December 28, 2025

	LJS Partners, LLC	Long John Silver's, LLC and Subsidiaries	Eliminations	Consolidated
Other income (expense):				
Interest income	**$ -**	**$ 846,685**	**$ -**	**$ 846,685**
Other nonoperating income, net	**-**	**16,023**	**-**	**16,023**
Interest expense	**(804)**	**(2,351,220)**	**-**	**(2,352,024)**
Equity in the income of Long John Silver's, LLC	**9,894,488**	**-**	**(9,894,488)**	**-**
Total other income (expense), net	**9,893,684**	**(1,488,512)**	**(9,894,488)**	**(1,489,316)**
Income before provision for state income taxes	**8,985,828**	**9,996,534**	**(9,894,488)**	**9,087,874**
Provision for income taxes	**286,008**	**102,046**	**-**	**388,054**
Net income	**8,699,820**	**9,894,488**	**(9,894,488)**	**8,699,820**
Member's equity, beginning of the period	**66,484,699**	**54,408,171**	**(54,408,171)**	**66,484,699**
Member contributions	**15,600,000**	**-**	**-**	**15,600,000**
Member's equity, end of the year	**$ 90,784,519**	**$ 64,302,659**	**$ (64,302,659)**	**$ 90,784,519**

See Independent Auditor's Report.

Long John Silver's, LLC

Consolidating Balance Sheet

December 28, 2025

	Long John Silver's, LLC	LJS Opco One, LLC	LJS Opco Two, LLC	LJS Ad Fund	Eliminations	Consolidated
Assets						
Current assets:						
Cash	$ 712,831	$ 3,061,777	$ 3,755,755	$ -	$ -	$ 7,530,363
Advertising fund restricted cash	-	-	-	6,225,311	-	6,225,311
Royalties and other franchisee receivables, net	1,414,884	-	-	1,472,150	(1,233,952)	1,653,082
Inventories	-	1,325,738	1,101,687	-	-	2,427,425
Sub-lease receivables, net, current portion	488,588	-	100,000	-	-	588,588
Prepaid expenses and other current assets	335,292	1,025,751	1,176,306	4,140	-	2,541,489
Advertising fund restricted assets	7,701,599	-	-	-	(7,701,599)	-
Total current assets	10,653,194	5,413,266	6,133,748	7,701,601	(8,935,551)	20,966,258
Property and equipment, net	734,436	31,884,264	45,333,747	-	-	77,952,447
Other noncurrent assets:						
Sub-lease receivable, net, less current portion	10,009,552	-	696,595	-	-	10,706,147
Operating lease right-of-use assets	11,615,244	31,466,013	18,306,548	-	-	61,387,805
Finance lease right-of-use assets, net	17,678,459	880,973	-	-	-	18,559,432
Intangible assets, net	16,220,674	-	-	-	-	16,220,674
Goodwill, net	10,152,341	-	-	-	-	10,152,341
Investment in LJS Opco One, LLC	15,558,028	-	-	-	(15,558,028)	-
Investment in LJS Opco Two, LLC	20,912,761	-	-	-	(20,912,761)	-
Due from Long John Silver's, LLC	-	-	-	94,188	(94,188)	-
Due from LJS Opco One, LLC	11,996,776	-	3,303,001	-	(15,299,777)	-
Due from LJS Opco Two, LLC	24,268,477	-	-	-	(24,268,477)	-
Other noncurrent assets, net	429	994,340	1,119,258	-	-	2,114,027
Total other noncurrent assets	138,412,741	33,341,326	23,425,402	94,188	(76,133,231)	119,140,426
Total assets	$ 149,800,371	$ 70,638,856	$ 74,892,897	$ 7,795,789	$ (85,068,782)	$ 218,059,131

Long John Silver's, LLC

Consolidating Balance Sheet (continued)

December 28, 2025

	Long John Silver's, LLC	LJS Opco One, LLC	LJS Opco Two, LLC	LJS Ad Fund	Eliminations	Consolidated
Liabilities and member's equity						
Current liabilities:						
Accounts payable	**$ 592,262**	**$ 2,149,613**	**$ 4,022,115**	**$ 1,963,994**	**$ (241,572)**	**$ 8,486,412**
Accrued expenses and other current liabilities	**1,966,484**	**3,381,296**	**5,632,455**	**5,831,795**	**(992,380)**	**15,819,650**
Finance lease liabilities, current portion	**1,113,003**	**899,377**	**-**	**-**	**-**	**2,012,380**
Operating lease liabilities, current portion	**2,099,063**	**6,191,307**	**3,723,440**	**-**	**-**	**12,013,810**
Advertising fund liabilities	**7,701,599**	**-**	**-**	**-**	**(7,701,599)**	**-**
Total current liabilities	**13,472,411**	**12,621,593**	**13,378,010**	**7,795,789**	**(8,935,551)**	**38,332,252**
Noncurrent liabilities:						
Finance lease liabilities, less current portion	**27,433,602**	**-**	**-**	**-**	**-**	**27,433,602**
Operating lease liabilities, less current portion	**15,359,588**	**27,159,458**	**16,333,649**	**-**	**-**	**58,852,695**
Due to LJS Partners, LLC	**28,813,197**	**-**	**-**	**-**	**-**	**28,813,197**
Due to Long John Silver's, LLC	**-**	**11,996,776**	**24,268,477**	**-**	**(36,265,253)**	**-**
Due to LJS Opco Two, LLC	**-**	**3,303,001**	**-**	**-**	**(3,303,001)**	**-**
Due to AD fund	**94,188**	**-**	**-**	**-**	**(94,188)**	**-**
Other noncurrent liabilities	**324,726**	**-**	**-**	**-**	**-**	**324,726**
Total noncurrent liabilities	**72,025,301**	**42,459,235**	**40,602,126**	**-**	**(39,662,442)**	**115,424,220**
Total liabilities	**85,497,712**	**55,080,828**	**53,980,136**	**7,795,789**	**(48,597,993)**	**153,756,472**
Member's equity	**64,302,659**	**15,558,028**	**20,912,761**	**-**	**(36,470,789)**	**64,302,659**
Total liabilities and member's equity	**$ 149,800,371**	**$ 70,638,856**	**$ 74,892,897**	**$ 7,795,789**	**$ (85,068,782)**	**$ 218,059,131**

See Independent Auditor's Report.

Long John Silver's, LLC

Consolidating Statement of Income and Changes in Member's Equity

Year Ended December 28, 2025

	Long John Silver's, LLC	LJS Opco One, LLC	LJS Opco Two, LLC	LJS Ad Fund	Eliminations	Consolidated
Franchisor revenues:						
Royalties and other franchise income	$ 20,765,027	$ -	$ -	$ -	$ (10,137,419)	$ 10,627,608
Advertising fund revenues	-	-	-	20,169,260	(10,137,589)	10,031,671
Other operating revenues	4,151,314	-	-	-	(3,511,114)	640,200
Total franchisor revenues	24,916,341	-	-	20,169,260	(23,786,122)	21,299,479
Franchisor operating expenses:						
Compensation and related employee benefits	8,281,987	-	-	-	-	8,281,987
Franchise direct expenses	1,023,910	-	-	-	-	1,023,910
Professional and consulting fees and contract labor	1,129,028	-	-	-	-	1,129,028
Advertising fund expenses	-	-	-	20,169,260	(10,937,589)	9,231,671
Office and other general and administrative expenses	2,611,677	-	-	-	-	2,611,677
ASC 842 rent expense	2,416,217	-	-	-	-	2,416,217
ASC 842 amortization	1,442,114	-	-	-	-	1,442,114
Credit loss expenses		-	-		-	-
Depreciation and amortization	3,149,322	-	-	-	-	3,149,322
Total franchisor operating expenses	20,054,255	-	-	20,169,260	(10,937,589)	29,285,926
Franchisor operating income (loss)	4,862,086	-	-	-	(12,848,533)	(7,986,447)
Company-owned restaurant units:						
Net sales	-	100,231,178	110,455,126	-	-	210,686,304
Cost of sales	-	(29,057,217)	(32,076,965)	-	-	(61,134,182)
Compensation and related employee benefits	-	(31,629,484)	(29,473,083)	-	-	(61,102,567)
Other expenses	-	(25,752,114)	(25,536,292)	-	10,137,419	(41,150,987)
Rent expense	-	(6,132,327)	(6,765,091)	-	2,711,114	(10,186,304)
General and administrative expense	-	(3,755,357)	(4,142,152)	-	-	(7,897,509)
Depreciation and amortization	-	(3,768,213)	(5,148,407)	-	-	(8,916,620)
Net gain (loss) on disposal of property and equipment	-	12,759	(161,952)	-	-	(149,193)
Loss on impaired property and equipment	-	(486,846)	(190,603)	-	-	(677,449)
Company-owned restaurant units operating income	-	(337,621)	6,960,581	-	12,848,533	19,471,493

Long John Silver's, LLC

Consolidating Statement of Income and Changes in Member's Equity (continued)

Year Ended December 28, 2025

	Long John Silver's, LLC	LJS Opco One, LLC	LJS Opco Two, LLC	LJS Ad Fund	Eliminations	Consolidated
Other income (expense):						
Interest income	**$ 846,685**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 846,685**
Other non-operating expense	**16,023**	**-**	**-**	**-**	**-**	**16,023**
Interest expense	**(2,351,220)**	**-**	**-**	**-**	**-**	**(2,351,220)**
Equity in the income of LJS Opco One, LLC	**(337,621)**	**-**	**-**	**-**	**337,621**	**-**
Equity in the income of LJS Opco Two, LLC	**6,960,581**	**-**	**-**	**-**	**(6,960,581)**	**-**
Total other income (expense), net	**5,134,448**	**-**	**-**	**-**	**(6,622,960)**	**(1,488,512)**
Income before provision for state income taxes	**9,996,534**	**(337,621)**	**6,960,581**	**-**	**(6,622,960)**	**9,996,534**
Provision for income taxes	**102,046**	**-**	**-**	**-**	**-**	**102,046**
Net income	**9,894,488**	**(337,621)**	**6,960,581**	**-**	**(6,622,960)**	**9,894,488**
Member's equity, beginning of period	**54,408,171**	**15,895,649**	**13,952,180**	**-**	**(29,847,829)**	**54,408,171**
Member contributions	**-**	**-**	**-**	**-**	**-**	**-**
Member's equity, end of year	**$ 64,302,659**	**$ 15,558,028**	**$ 20,912,761**	**$ -**	**$ (36,470,789)**	**$ 64,302,659**

See Independent Auditor's Report.

Consolidated Financial Statements

LJS Partners, LLC

Year ended December 29, 2024 and December 31, 2023
with Independent Auditor's Report

LJS Partners, LLC

Consolidated Financial Statements

Year ended December 29, 2024 and December 31, 2023

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Independent Auditor's Report

Member
LJS Partners, LLC

Opinion

We have audited the consolidated financial statements of LJS Partners, LLC and its subsidiaries (the Company), which comprise the consolidated balance sheet as of December 29, 2024 and the related consolidated statements of operations and changes in member's equity, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 29, 2024, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Other Matter

The consolidated financial statements of the Company for the year ended December 31, 2023 were audited by another auditor who expressed an unmodified opinion on those consolidated financial statements on August 29, 2024.

Responsibilities of Management for the Consolidated Financial Statements

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

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

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

In performing an audit in accordance with U.S. 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.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The supplementary consolidating information as of and for the year ended December 29, 2024, is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Coulter & Justus, P.C.

Knoxville, Tennessee
May 23, 2025

LJS Partners, LLC

Consolidated Balance Sheets

	December 29 2024	December 31 2023
Assets:		
Current assets:		
Cash	**$ 4,748,614**	$ 6,205,544
Advertising fund restricted cash	**3,534,105**	2,877,254
Royalties and other franchisee receivables, net	**1,822,649**	2,190,682
Inventories	**2,295,519**	2,111,542
Sub-lease receivables, net, current portion	**537,585**	419,397
Prepaid expenses and other current assets	**4,447,701**	4,668,293
Total current assets	**17,386,173**	18,472,712
Property and equipment, net	**47,042,098**	26,877,866
Other noncurrent assets:		
Sub-lease receivables, net, less current portion	**11,213,415**	11,136,787
Operating lease right-of-use assets	**59,692,253**	61,688,172
Finance lease right-of-use assets, net	**19,120,574**	20,269,253
Intangible assets, net	**17,734,823**	19,248,972
Goodwill, net	**11,627,690**	13,103,039
Other noncurrent assets, net	**2,197,253**	774,605
Total other noncurrent assets	**121,586,008**	126,220,828
Total assets	**$ 186,014,279**	$ 171,571,406
Liabilities and member's equity		
Current liabilities:		
Accounts payable	**$ 3,632,314**	$ 6,237,793
Accrued expenses and other current liabilities	**15,552,540**	11,645,559
Finance lease liabilities, current portion	**842,384**	841,879
Operating lease liabilities, current portion	**8,567,145**	8,018,220
Total current liabilities	**28,594,383**	26,743,451
Noncurrent liabilities:		
Finance lease liabilities, less current portion	**28,668,846**	29,511,230
Operating lease liabilities, less current portion	**60,497,346**	62,091,925
Due to related party	**-**	3,631,423
Other noncurrent liabilities	**1,769,005**	611,465
Total noncurrent liabilities	**90,935,197**	95,846,043
Total liabilities	**119,529,580**	122,589,494
Member's equity	**66,484,699**	48,981,912
Total liabilities and member's equity	**$ 186,014,279**	$ 171,571,406

See accompanying Notes to Consolidated Financial Statements.

LJS Partners, LLC

Consolidated Statements of Operations

	Year ended December 29 2024	Year ended December 31 2023
Franchisor revenues:		
Royalties and other franchise income	**$ 10,689,134**	$ 11,032,268
Advertising fund revenues	**9,313,929**	10,346,080
Other operating revenues	**633,363**	788,117
Total franchisor revenues	**20,636,426**	22,166,465
Franchisor operating expenses:		
Compensation and related employee benefits	**8,101,177**	6,902,152
Long-term incentive compensation	**1,360,000**	-
Franchise direct expenses	**640,666**	556,098
Professional and consulting fees and contract labor	**1,456,385**	1,549,322
Advertising fund expenses	**8,513,929**	9,546,080
Office and other general and administrative expenses	**1,600,848**	2,389,302
ASC 842 rent expense	**2,456,195**	2,399,468
ASC 842 amortization	**1,410,130**	1,382,955
Credit loss expenses (recoveries)	**319,541**	(1,220)
Depreciation and amortization	**3,099,361**	3,054,286
Total franchisor operating expenses	**28,958,232**	27,778,443
Franchisor operating loss	**(8,321,806)**	(5,611,978)
Company-owned restaurant units:		
Net sales	**196,723,369**	177,040,707
Cost of sales	**(57,617,394)**	(58,235,299)
Compensation and related employee benefits	**(58,082,379)**	(54,388,879)
Other expenses	**(37,613,279)**	(34,038,345)
Rent expense	**(10,029,134)**	(10,666,907)
General and administrative expense	**(7,713,342)**	(8,824,443)
Depreciation and amortization	**(6,135,174)**	(4,553,321)
Net gain on disposal of property and equipment	**316,932**	661,459
Loss on impaired property and equipment	**(381,036)**	(1,091,046)
Company-owned restaurant units operating income	**19,468,563**	5,903,926
Other income (expense):		
Interest income	**892,508**	960,582
Other nonoperating (expense) income, net	**(70,319)**	136,246
Interest expense	**(2,382,897)**	(2,422,784)
Total other expense, net	**(1,560,708)**	(1,325,956)
Income (loss) before provision for state income taxes	**9,586,049**	(1,034,008)
Provision for income taxes	**381,659**	176,824
Net income (loss)	**$ 9,204,390**	$ (1,210,832)

See accompanying Notes to Consolidated Financial Statements.

LJS Partners, LLC

Consolidated Statements of Changes in Member's Equity

Member's equity at January 2, 2023	$	44,757,920
Member contributions		6,451,599
Member distributions		(1,016,775)
Net loss		(1,210,832)
Member's equity at December 31, 2023		48,981,912
Member contributions		**8,298,397**
Net income		**9,204,390**
Member's equity at December 29, 2024	**$**	**66,484,699**

See accompanying Notes to Consolidated Financial Statements.

LJS Partners, LLC

Consolidated Statements of Cash Flows

	Year ended December 29 2024	Year ended December 31 2023
Operating activities		
Net income (loss)	**$ 9,204,390**	$ (1,210,832)
Adjustments to reconcile net income (loss)		
to net cash flows provided by operating activities:		
Credit loss expense (recoveries)	**319,541**	(1,220)
Depreciation and amortization	**10,644,665**	8,990,562
Long-term incentive compensation	**1,360,000**	**-**
Net loss (gain) on disposal of property and equipment	**(316,932)**	(661,459)
Impairment of property and equipment	**381,036**	1,091,046
Changes in assets and liabilities:		
Royalties and other franchisee receivables	**(32,542)**	139,965
Inventories	**62,363**	(53,294)
Prepaid expenses and other assets	**(1,163,033)**	(1,959,212)
Accounts payable and accrued expenses	**686,239**	3,857,658
Lease costs in excess of cash payments	**132,799**	3,529,285
Other noncurrent liabilities	**(202,460)**	528,686
Net cash flows provided by operating activities	**21,076,066**	14,251,185
Investing activities		
Principal payments on sub-lease receivables	**418,682**	287,334
Cash paid for business combinations	**(2,935,214)**	(2,202,655)
Proceeds from divestment	**-**	1,136,230
Proceeds from insurance	**1,180,334**	1,285,488
Proceeds from sale of property and equipment	**-**	399,606
Purchases of property and equipment	**(23,617,599)**	(17,768,009)
Net cash flows used in investing activities	**(24,953,797)**	(16,862,006)
Financing activities		
Member contributions	**3,960,570**	6,451,599
Advance from related party	**-**	1,798,401
Payments to related party	**(41,039)**	**-**
Payments of finance lease obligations	**(841,879)**	(563,095)
Net cash flows provided by financing activities	**3,077,652**	7,686,905
Net change in cash and restricted cash	**(800,079)**	5,076,084
Cash and restricted cash, beginning of year	**9,082,798**	4,006,714
Cash and restricted cash, end of year	**$ 8,282,719**	$ 9,082,798

LJS Partners, LLC

Consolidated Statements of Cash Flows (continued)

	Year ended December 29 2024	Year ended December 31 2023
Cash and restricted cash are as follows		
Cash	**$ 4,748,614**	$ 6,205,544
Advertising fund restricted cash	**3,534,105**	2,877,254
Total cash and restricted cash	**$ 8,282,719**	$ 9,082,798
Supplemental disclosure of cash flow information		
Cash paid for interest	**$ 2,573,888**	$ 2,422,784
Cash paid for income taxes	**415,287**	176,824
Supplemental disclosure of noncash activities		
Noncash member contributions (Note 3 and Note 13)	**$ 4,337,827**	$ -
Noncash member distributions	**-**	1,016,775
Lease liability assumed in exchange for sub-lease receivable	**960,791**	**-**
Right of use assets assumed in exchange for lease liability	**5,586,088**	**-**
Sub-lease receivable exchanged for right-of-use asset	**404,776**	935,964
Accrued construction in progress	**1,069,062**	**-**

See accompanying Notes to Consolidated Financial Statements.

1. Nature of Operations

LJS Partners, LLC (the Company) is a Delaware limited liability company based in Louisville, Kentucky and is wholly owned by Four Oaks Partners, LLC. LJS Partners, LLC owns all of the issued and outstanding ownership interests of Long John Silver's, LLC, a Delaware limited liability company. Long John Silver's, LLC (LJS) owns the following wholly-owned subsidiaries: LJS Restaurants, LLC, LJS Opco One, LLC (Opco One) and LJS Opco Two, LLC (Opco Two), all of which are Delaware limited liability companies.

Long John Silver's, LLC is the franchisor. LJS franchises 160 single-brand LJS restaurant units (units). 24 of these units are located outside of the United States. In addition to the single-brand units there are 143 franchised multi-brand units that include the LJS concept. All franchised LJS units are owned and operated by franchisees under the terms of franchise agreements. Franchisees consist of individuals or entities owning one or more units.

Franchised units operating outside of the United States operate in three foreign countries. Operations outside of the United States are subject to risks inherent in operating under different legal systems and various political and economic environments. Among the risks are changes in existing regulations and tax laws, possible limitations on foreign investment and income repatriation, government price or foreign exchange controls, and restrictions on currency exchange.

In addition to the franchised units, Opco One and Opco Two operate a total of 222 company-owned units throughout Arizona, Arkansas, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maryland, Michigan, Missouri, New Mexico, Ohio, Oklahoma, Pennsylvania, Texas, and West Virginia. Opco One and Opco Two were formed in 2015 to purchase the business net assets of certain franchisees after which the respective franchisee-owned units would then be operated as company-owned units.

54 company-owned units are multi-brand units that include both the LJS and A&W Restaurants (A&W) concepts. For the year ended December 29, 2024 and December 31, 2023, approximately 4% of the net sales of company-owned units consist of non-LJS sales.

The Company operates on a 52-53-week fiscal year with the year ending on the Sunday closest to January 1 of the following year. Thus, the 2024 fiscal year ended on December 29, 2024 (referred to as 2024) and the 2023 fiscal year ended on December 31, 2023 (referred to as 2023). A 53rd week is added every five or six years.

2. Summary of Significant Accounting Policies

Basis of Accounting and Presentation

The accompanying consolidated financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP). The Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) is the sole source of authoritative U.S. GAAP.

The accompanying consolidated financial statements include the accounts of LJS Partners, LLC, along with its wholly owned subsidiary, Long John Silver's, LLC, and its three wholly owned subsidiaries (Note 1), as well as the Advertising Fund (collectively, the Company). LJS Restaurants, LLC has no account balances or activity. All significant inter-company accounts and transactions have been eliminated in consolidation.

Use of Estimates

The preparation of the accompanying consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Significant items subject to such estimates and assumptions includes allowance for credit losses, useful lives of property and equipment, fair value, evaluations for impairment considerations, franchise and advertising receivables, determining lease classifications, and other contingent liabilities. Accordingly, actual results could differ from those estimates.

Restricted Cash

Restricted cash relates to cash held by the advertising fund to be used for advertising expenses.

Franchisee and Sub-Lease Receivables and Allowance for Credit Losses

The Company's receivables are a result of ongoing business arrangements with franchisees as a result of franchise agreements and are generally uncollateralized. Franchise agreements are subject to personal guarantees. Royalties from franchisees are based on a percentage of unit sales and are generally due within 20 days of the period end in which the corresponding sales occur. Royalties and other franchisee receivables also include current rents due from certain franchisees. Royalties and other franchise receivables are generally considered past due when not received within the defined timeframe per the respective franchise or lease agreement.

The Company's financing receivables consist of direct financing leases with franchisees. Financing receivables are considered to have similar risk characteristics for purposes of estimating the related allowance for credit losses. Interest income with respect to financing receivables is recognized over the term using the effective interest method. For financing receivables on non-accrual status, interest income is recognized only to the extent interest payments are received.

2. Summary of Significant Accounting Policies (continued)

Franchisee and Sub-Lease Receivables and Allowance for Credit Losses (continued)

The Company uses an expected credit loss methodology to estimate an allowance for credit losses. This methodology assesses historical losses based on revenues and includes an assessment of expected changes in the foreseeable future or the expectation for future losses. Management considers the following factors when determining collectability: contract terms, creditworthiness, past transaction history, current economic industry trends, and changes in payment terms. Past due balances over 60 days and other higher risk amounts are reviewed individually for collectability. Estimated uncollectible amounts result in a charge to earnings and a credit to a valuation allowance. Balances that remain outstanding after reasonable collection efforts are written off through a charge to the valuation allowance and a credit to receivables. Royalties and other franchise receivables, net were $2,329,427 as of January 1, 2023.

Changes in the allowance for credit losses are as follows:

	2024	2023
Beginning balance	**$1,841,515**	$2,086,607
Changes in allowance for credit losses	**459,049**	119,240
Write-offs	**(1,469,003)**	(243,872)
Recoveries	**(139,508)**	(120,460)
Ending balance	**$ 692,053**	$1,841,515

Inventories

Inventories principally consist of food and paper products and are stated at the lower of cost or net realizable value using the first-in, first-out method.

Property and Equipment

Property and equipment are stated at cost, except for assets acquired using purchase accounting, which are recorded at fair value at the date of acquisition. Additions and improvements that significantly add to productive capacity or extend the useful life of assets are capitalized. Maintenance and repair costs are expensed as incurred. Depreciation is calculated using the straight-line method over the estimated useful lives of the assets. The estimated useful lives of the property and equipment range from 2 to 20 years.

Impairment of Long-lived Assets

The Company reviews for the impairment of long-lived assets whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. This review is generally performed at the unit level based on specified operating criteria. An impairment loss would be recognized when the estimated future undiscounted cash flows expected to result from the use of the asset and its eventual disposition are less than its carrying amount.

2. Summary of Significant Accounting Policies (continued)

Goodwill, Franchise Contract Rights, Brand Value and Trademarks

Goodwill represents the excess purchase price over the estimated fair value of net assets acquired in a business combination. The Company has adopted the goodwill accounting alternative for private companies. Under this accounting alternative goodwill must be tested for impairment at least annually if events or changes in circumstances indicate that goodwill might be impaired. Goodwill is tested at the entity level. The Company amortizes goodwill on a straight-line basis over 10 years.

Franchise contract rights are amortized over the average remaining term of franchise agreements that are currently in place with franchisees, generally 10 years. Brand value and trademarks are considered to have a 20 year life and are being amortized over that period of time.

Advertising Fund

Each franchisee and each of the company-owned units, are required to remit a defined percentage of its sales to an advertising fund (ad fund). Such remittances are due within 20 days of the period end in which the corresponding sales occur. These revenues are presented as advertising fund revenues within operating revenues. Expenses incurred for advertising, as well as administration of the ad fund, are presented as advertising fund expenses within operating expenses. When revenues of the ad fund exceed the related advertising and administrative expenses, advertising costs are accrued up to the amount of such excess revenues on an annual basis. The ad fund is managed by LJS as a custodian whereby LJS provides for the safekeeping of the fund's assets. In accordance with ASC 606, *Revenue from Contracts with Customers*, LJS acts as a principal in the transactions entered into by the ad fund. The ad fund is included in the consolidated statements based on LJS's responsibility to determine the nature of the goods or services provided. Oversight over the assets and activities of the ad fund is provided for by the applicable sub-committees of the Franchisee Association Board.

The assets of the fund consist primarily of cash and the amounts due (receivables) from the franchisees and Company owned units and can only be used for selected advertising and promotional purposes. Liabilities in the amount equal to the restricted assets represent the corresponding obligation arising from the receipt of the amounts to be used to purchase advertising and promotional media. Accordingly, the ad fund has no equity or net assets.

2. Summary of Significant Accounting Policies (continued)

Leases

The Company determines if an arrangement is or contains a lease at contract inception and recognizes a right-of-use (ROU) asset and a lease liability at the lease commencement date. Leases are classified as either finance leases or operating leases.

The lease liability is initially and subsequently measured at the present value of the unpaid lease payments at the lease commencement date. Lease payments included in the measurement of the lease liability include fixed payments owed over the lease term. The Company discounts its unpaid lease payments using the risk free rate for operating leases.

The lease term includes the noncancellable period of the lease plus any additional periods covered by either a Company option to extend (or not to terminate) the lease that the Company is reasonably certain to exercise, or an option to extend (or not to terminate) the lease controlled by the lessor. The Company has elected not to recognize a ROU asset and lease liability for its short-term leases, which are defined as leases with an initial term of 12 months or less.

The ROU asset is initially measured at cost, which comprises the initial amount of the lease liability adjusted for lease payments made at or before the lease commencement date. The operating ROU asset is subsequently measured throughout the lease term at the carrying amount of the lease liability less any accrued lease payments. Lease expense for operating lease payments is recognized on a straight-line basis over the lease term. The finance ROU asset is subsequently measured by amortizing on a straight-line basis. Amortization expense of the finance ROU asset is recognized separately from interest on the lease liability.

Variable lease payments associated with the Company's leases are recognized when the event, activity, or circumstance in the lease agreement on which those payments are assessed occurs. Variable lease payments are presented as operating expenses in the Company's statement of income with the expense arising from fixed lease payments.

The Company monitors for events or changes in circumstances that require a reassessment of one of its leases. When a reassessment results in the remeasurement of a lease liability, a corresponding adjustment is made to the carrying amount of the corresponding ROU asset.

Reclassification

Certain amounts from 2023 have been reclassified to conform to 2024 classifications.

2. Summary of Significant Accounting Policies (continued)

Business Acquisitions

The Company applies the provisions of ASC 805, *Business Combinations*, in accounting for its acquisitions. This standard requires the Company to recognize separately from goodwill the assets acquired and liabilities assumed at their acquisition date fair values. Goodwill as of the acquisition date is measured as the excess of consideration transferred over the net of the acquisition date fair values of the assets acquired and liabilities assumed. While best estimates and assumptions to accurately value assets acquired and liabilities assumed at the acquisition date are used, these estimates are inherently uncertain and subject to refinement. As a result, during the measurement period, which may be up to one year from the acquisition date, adjustments may be made to the assets acquired and liabilities assumed with the corresponding offset to goodwill. Business acquisition transaction costs are expensed as incurred.

Revenue Recognition

Revenue is generally recognized when performance obligations under the terms of contracts with customers are satisfied.

The Company executes franchise agreements with respect to each restaurant unit, the initial terms of which are generally twenty years with an option to renew for two consecutive five-year terms. Revenues from franchisees include initial fees, continuing fees, transfer fees, renewal fees, and in some cases, rental income, which is reflected as non-operating income or payments on sub-lease receivables. The Company recognizes the non-refundable initial fees as revenue when the Company has substantially performed all of the initial services required by the franchise agreement, which is generally upon the opening of the restaurant unit. The Company recognizes transfer fees when the transfer of a franchise becomes effective. The Company recognizes renewal fees when a renewal agreement with a franchisee becomes effective. Initial fees and renewal income per the accompanying consolidated statements of operations and changes in member's equity for the year ended December 29, 2024 and December 31, 2023, includes revenue from such fees totaling approximately $80,000 and $87,000, respectively.

The Company recognizes continuing fees from royalties which are based upon a percentage of a franchisee's gross sales as earned and in the same period in which the related franchisee sales occur. The Company's continuing fees revenue, inherently variable consideration, is subject to the sales-based royalty exception under ASC 606, *Revenue from Contracts with Customers*. Franchisees report their sales and corresponding royalties on various monthly and period calendars, calendars that do not necessarily correspond to the Company's thirteen-period reporting calendar. Continuing fees are estimated as of the fiscal year-end based on the franchisee's last reported period sales. The Company does not generally factor in sales growth or decline in its estimation process, except with respect to the Lenten season. All estimates are adjusted to actual in the period the sales are reported to the Company by the franchisees.

2. Summary of Significant Accounting Policies (continued)

Revenue Recognition (continued)

Revenues may reflect multiple periods of estimates with respect to franchisees that may not be reporting on a timely basis. Royalties and other franchise income per the accompanying consolidated statements of operations and changes in member's equity for the year ended December 29, 2024 and December 31, 2023, includes revenue from continuing fees (royalties) totaling approximately $10,609,000 and $10,945,000, respectively.

The Company recognizes rental income as earned over the terms of the respective rental agreements.

The sales at company-owned units are recorded upon the completion of a customer's order and at the point in time when the restaurant unit has otherwise satisfied its performance obligation and the customer has the right to receive and consume the benefit from the purchased menu items. Sales are reported net of any discounts and are presented net of any sales-related taxes collected from the customer. Cost of sales include the costs of food, beverages, and paper products. After the completion of its performance obligations, the Company has an unconditional right to consideration.

Opco One and Opco Two receive incentives from certain vendors. Such incentives or rebate amounts, which total approximately $1,491,000 and $1,587,000, respectively, with respect to the year ended December 29, 2024 and December 31, 2023, are recognized as earned and are reflected as a reduction of cost of sales.

Other operating revenues per the accompanying consolidated statements of operations and changes in member's equity for the year ended December 29, 2024 and December 31, 2023, consist primarily of help desk and technology fees.

Fair Value Measurements

The Company utilizes valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs to the extent possible. The Company determines fair value based on assumptions that market participants would use in pricing an asset or liability in the principal or most advantageous market. When considering market participant assumptions in fair value measurements, the following fair value hierarchy distinguishes between observable and unobservable inputs, which are categorized in one of the following levels in accordance with ASC 820, *Fair Value Measurements*:

Level 1 inputs: Unadjusted quoted prices in active markets for identical assets or liabilities accessible to the reporting entity at the measurement date;

Level 2 inputs: Other than quoted prices included in Level 1 inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the asset or liability; and

2. Summary of Significant Accounting Policies (continued)

Fair Value Measurements (continued)

Level 3 inputs: Unobservable inputs for the asset or liability used to measure fair value to the extent that observable inputs are not available, thereby allowing for situations in which there is little, if any, market activity for the asset or liability measurement date.

The Company's cash, advertising fund cash, franchisee receivables, accounts payable and accrued expenses are reflected at fair value or at carrying amounts that approximate their fair value due to the short-term nature or the terms of the instruments. The assets acquired and liabilities assumed for business combinations (Note 3) are measured at fair value on the acquisition date.

Income Taxes

Four Oaks Partners, LLC, the owner of all of the outstanding member units of LJS Partners, LLC, is a limited liability company operating in a manner consistent with treatment as a partnership for federal income tax purposes and as a result does not pay federal income taxes on its taxable income. In lieu of corporate federal income taxes, the members are taxed on their respective share of company earnings. LJS Partners, LLC, Long John Silver's, LLC, LJS Opco One, LLC, and LJS Opco Two, LLC are single-member limited liability companies for tax reporting purposes and are therefore treated as disregarded entities with their operations combined with those of Four Oaks Partners, LLC for federal and most state income tax reporting purposes.

The provision for income taxes in the consolidated statements of operations differs from the amount that would result from applying state statutory rates to income before income taxes as most of the states recognize limited liability companies as flow through entities and the Companies' owners are responsible for the respective taxes. Management has determined that deferred income taxes are insignificant to the accompanying consolidated financial statements.

The Company has no material unrecognized tax benefits or known material contingencies as of December 29, 2024. Penalties and interest associated with tax positions, if any, are classified as a component of selling, general, and administrative expenses. With limited exceptions, the Company is not subject to examination by taxing authorities for years before 2022.

Subsequent Events

The Company has evaluated events occurring subsequent to December 29, 2024, through May 23, 2025 the date the accompanying consolidated financial statements were available to be issued.

3. Business Combinations and Divestiture

2024 Business Combinations

Effective April 19, 2024, the Company purchased the assets of a specific franchisee, taking over the operations of 12 restaurants in Iowa, Illinois and Arizona, for consideration paid of $1,986,309. Transaction costs related to this acquisition were $37,136.

Effective April 21, 2024, the Company purchased the assets of a specific franchisee, taking over the operations of 3 restaurants in Indiana for consideration paid of $306,481. Transaction costs related to this acquisition were $5,805.

Effective September 9, 2024, the Company purchased assets of a specific franchisee, taking over the operations of 8 restaurants for the consideration paid of $659,024. Transaction costs related to this acquisition were $11,175.

The principal purpose of the acquisitions is to further protect and develop the Long John Silver's brand.

The consideration paid for these acquisitions, as well as the amounts of estimated fair value of assets acquired and liabilities assumed at each acquisition date, are summarized as follows:

	Nellis	S&S Silver	HAGA
Cash	**$1,986,309**	**$306,481**	**$659,024**
Tangible assets:			
Cash	**$ 12,100**	**$ 2,100**	**$ 2,400**
Inventory	**150,000**	**61,844**	**34,496**
Prepaid expenses and other assets	**34,073**	**14,825**	**54,278**
Property and equipment	**2,149,136**	**273,293**	**586,742**
Total assets acquired	**2,345,309**	**352,062**	**677,916**
Liabilities assumed:			
Accounts payable and accrued expenses	**359,000**	**45,581**	**18,892**
Total purchase price	**$1,986,309**	**$306,481**	**$659,024**

2023 Business Combination

Effective July 16, 2023, the Company purchased the assets of a specific franchisee, taking over the operations of 20 restaurants located in Texas, Oklahoma and Arkansas, for cash consideration paid of $2,213,455.

3. Business Combinations and Divestiture

2023 Business Combination (continued)

The consideration paid for the acquisition, as well as the amounts of estimated fair value of assets acquired and liabilities assumed at each acquisition date, are summarized as follows:

Cash	$2,213,455
Tangible assets:	
Cash	$ 10,800
Inventory	165,188
Prepaid expenses and other	58,559
Property and equipment	2,672,398
Total assets acquired	2,906,945
Liabilities assumed:	
Accrued expenses and other	693,490
Total purchase price	$2,213,455

2023 Divestiture

Effective July 25, 2023, Opco One and Opco Two divested assets of 23 restaurants located in Tennessee, Kentucky, North Carolina, South Carolina, Georgia and West Virginia, for cash consideration of approximately $1,136,000. The assets were purchased by a related party under common control. Any gain or loss recognized on a divesture with an entity under common control are recorded as either a deemed contribution or distribution. For 2023, a deemed distribution of $1,016,775 was recorded related to the divestiture. During 2024, the Company reassessed the divesture and recorded a change in estimate of $747,443 to reduce the contingent lease liabilities (Note 9) assumed as a result of the divestiture.

4. Concentrations of Credit Risk

The federal deposit insurance coverage provided by the Federal Deposit Insurance Corporation (FDIC) provides a stipulated amount of coverage per depositor at each FDIC insured depository institution. The Company's on deposit cash balances often exceed amounts that are fully insured under federal deposit insurance coverage. At December 29, 2024, the Company had approximately $1,900,000 that was covered by FDIC insurance with the remaining balance of approximately $8,800,000 uninsured.

Management believes concentrations of credit risk with respect to royalties and other franchisee receivables are mitigated due to the large number of franchisees. The Company is dependent on the economic success of its LJS Brand, as well as the economic health of the geographical areas in which its franchisees, Opco One, and Opco Two operate LJS units.

5. Property and Equipment

At December 29, 2024 and December 31, 2023, property and equipment, net, consists of the following:

	2024	2023
Land	**$ 179,923**	$ 179,923
Building improvements	**410,848**	410,848
Leasehold improvements	**21,248,079**	6,946,080
Computers and other office equipment	**396,738**	322,181
Computer software	**94,590**	92,438
Office furniture and fixtures	**5,431**	5,431
Restaurant equipment	**28,843,873**	22,494,585
Construction in progress	**6,714,996**	1,455,034
	57,894,478	31,906,520
Less accumulated depreciation	**10,852,380**	5,028,654
	$47,042,098	$26,877,866

Depreciation expense is $6,220,537 and $4,646,967 for the years ended December 29, 2024 and December 31, 2023, respectively. The estimated cost to complete the construction in progress is approximately $5,234,000. The Company received insurance proceeds of $1,180,334 and $1,285,488 for the years ended December 29, 2024 and December 31, 2023, respectively, related to fires that destroyed three units in prior years.

6. Intangible Assets

The Company's goodwill and intangible assets, all of which have finite lives, consists of the following as of December 29, 2024:

	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Goodwill	**$14,753,488**	**$(3,125,798)**	**$11,627,690**
Brand value and trademarks	**11,689,136**	**(1,248,820)**	**10,440,316**
Franchise contract rights	**9,296,920**	**(2,002,413)**	**7,294,507**
	$20,986,056	**$(3,251,233)**	**$17,734,823**

6. Intangible Assets (continued)

The Company's goodwill and intangible assets, all of which have finite lives, consists of the following as of December 31, 2023:

	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Goodwill	$14,753,488	$(1,650,449)	$13,103,039
Brand value and trademarks	$11,689,136	$ (664,363)	$11,024,773
Franchise contract rights	9,296,920	(1,072,721)	8,224,199
Total intangible assets	$20,986,056	$(1,737,084)	$19,248,972

Amortization expense of goodwill was $1,475,349 and $1,430,912 for the year ended December 29, 2024 and December 31, 2023, respectively. The weighted average remaining useful life is 7.8 years and amortization expense for each of the next five fiscal years is expected to be approximately $1,475,0000 annually. There has been no impairment of goodwill since initial recognition. Amortization expense of brand value and trademarks and franchise contract rights was $1,514,149 and $1,505,227 for the year ended December 29, 2024 and December 31, 2023, respectively. The weighted average remaining useful life is 17.8 years for brand value and trademarks and 7.8 years for franchise contract rights. Total amortization expense for brand value and trademarks and franchise contract rights for each of the next five succeeding fiscal years is expected to approximate $1,514,000 annually.

7. Finance Leases and Sub-Lease Receivables

Finance Leases

The Company is a party, as the lessee, to two Master Lease Agreements with Lojon Property 71, LLC, an unrelated third party, as the lessor. The leases consist of a 20-year Master Lease and a 15-year Master Lease (collectively, the 2019 Master Lease) and were negotiated effective October 1, 2019. The initial term of the 20-year Master Lease expires September 30, 2039, and is subject to one ten-year and two five-year renewal options at the discretion of the Company. The initial term of the 15-year Master Lease expires September 30, 2034, and is subject to one ten-year and two five-year renewal options at the discretion of the Company. The current portfolio of leases under the 2019 Master Lease totals 68 properties.

The leased properties contain both land and buildings. Under U.S. GAAP, if the land portion is considered significant, then it would be accounted for separately as an operating lease. The Company determined the land portion was significant and accordingly is accounting for the land portion as an operating lease (Note 8).

7. Finance Leases and Sub-Lease Receivables (continued)

Finance Leases (continued)

At December 29, 2024, the monthly lease payment under the 2019 Master Lease totals $411,752. Of this total, $270,521 is allocable to building and $141,231 is allocable to the land. The monthly lease payment increased 1.50% each October through October 2024 after which the monthly lease payment increases 2.00% each October through October 2033 for the 15-year Master Lease and October 2038 for the 20-year Master Lease.

Amounts reported in the consolidated balance sheets related to finance lease agreements are as follows:

	2024	2023
Finance lease right-of-use assets, net	**$19,120,574**	$20,269,253
Finance lease liabilities:		
Current portion	**$ 842,384**	$ 642,010
Noncurrent portion	**28,668,846**	29,511,230
Total finance lease liabilities	**$29,511,230**	$30,153,240

Finance lease liabilities, current portion, includes accrued interest of $199,869 as of December 31, 2023 on the consolidated balance sheet.

At December 29, 2024, the estimated aggregate future payments required under the Master Lease by fiscal year are as follows:

2025	**$ 3,267,890**
2026	**3,333,248**
2027	**3,399,913**
2028	**3,467,911**
2029	**3,537,269**
Thereafter	**32,084,157**
	49,090,388
Less imputed interest	**19,579,158**
Finance lease liabilities	**$29,511,230**

Components of lease expense are as follows for the year ended:

	2024	2023
Finance lease expense:		
Amortization of right-of-use asset	**$ 1,410,130**	$ 1,382,955
Interest on finance leases	**2,368,389**	2,413,194
Total finance lease expense	**$ 3,778,519**	$ 3,796,149

7. Finance Leases and Sub-Lease Receivables (continued)

Finance Leases (continued)

Other information related to finance leases are as follows for the year ended:

	2024	2023
Supplemental cash flow information:		
Operating cash flows	**$2,368,389**	$2,379,573
Finance cash flows	**841,879**	751,230
Weighted average remaining term	**13.48**	14.48
Weighted average discount rate	**8.00%**	8.00%

Sub-lease Receivables

The Company is a party to sub-leases relative to all of the 2019 Master Lease properties. Opco One and Opco Two currently operate company-owned restaurant units on 43 of these properties, the effect of which are eliminated in consolidation. The remaining 25 sub-lease agreements are with existing franchisees.

Of the sub-lease agreements with franchisees, 14 and 10 are for a term of 20 years and 15 years, respectively. The respective sub-leases are not subject to renewal unless the Company renews the 2019 Master Lease. The 2019 Master Lease is one single financial instrument covering all the properties. Accordingly, the Company cannot elect to exercise an option to renew the lease terms for one or more leased properties without exercising its option to renew the 2019 Master Lease in its entirety.

At December 29, 2024, the average rent payment due under the respective sub-leases is approximately $4,700 per month. The monthly rent payment under each of the respective sub-leases is similar to the monthly lease payment under the 2019 Master Lease and follows the same escalation schedule. The accompanying consolidated balance sheets reflect the net present value of the respective sub-lease receivables discounted at 8.00%.

Management has determined no allowance for credit losses on sub-lease receivables is necessary at December 29, 2024 and December 31, 2023.

7. Finance Leases and Sub-Lease Receivables (continued)

Sub-lease Receivables (continued)

At December 29, 2024, the estimated net present value of the future minimum collections of the sub-lease receivables due from franchisees are as follows:

2025	**$ 1,321,434**
2026	**1,345,371**
2027	**1,369,786**
2028	**1,394,678**
2029	**1,420,191**
Thereafter	**12,104,693**
	18,956,153
Less unearned interest	**7,272,542**
Total sub-lease receivables	**11,683,611**
Current portion (excluding accrued interest)	**470,196**
Non-current portion	**$11,213,415**

At December 29, 2024 and December 31, 2023, accrued interest receivable relative to the sub-lease receivables is $67,389 and $76,531, respectively. Such amounts are included within sub-lease receivables, net, current portion, on the consolidated balance sheets.

8. Operating Leases

Office Space

The Company leases its office space under an operating lease that expires in June 2028. For the year ended December 29, 2024 and the year ended December 31, 2023, operating lease expense under the office space lease was approximately $463,000 for both years.

Amounts reported in the consolidated balance sheets related to the office space operating lease agreement are as follows:

	2024	**2023**
Operating lease right-of-use assets	**$ 1,597,059**	$ 1,979,135
Operating lease liabilities:		
Current portion	**$ 377,345**	$ 375,294
Noncurrent portion	**1,276,070**	1,653,415
Total operating lease liabilities	**$ 1,653,415**	$ 2,028,709

8. Operating Leases (continued)

Office Space (continued)

At December 29, 2024, the estimated future minimum lease payment commitments under the above operating lease are as follows:

2025	**$ 466,259**
2026	**475,392**
2027	**484,818**
2028	**360,417**
	1,786,886
Less present value discount	**133,471**
Operating lease liabilities	**$1,653,415**

Other information related to office space operating lease are as follow for the year ended:

	2024	2023
Supplemental cash flow information:		
Approximate operating cash flows	**$ 457,000**	$410,000
Weighted average remaining term	**3.75**	4.75
Weighted average discount rate	**4.50%**	4.50%

Opco One and Opco Two Restaurant Units

Opco One and Opco Two operate a total of 222 company-owned units. 179 of these units are subject to operating leases with third parties with lease terms which expire through October 2042. The remaining units are subject to sub-leases between Opco One or Opco Two and LJS. Inter-company related rent income and rent expense is eliminated in consolidation. At December 29, 2024, the Company's monthly lease obligations under third party leases total approximately $796,000. For the years ended December 29, 2024 and December 31, 2023, operating lease expense under these leases was approximately $10,020,000 and $9,534,000, respectively.

Amounts reported in the consolidated balance sheets related to these operating lease agreements are as follows:

	2024	2023
Operating lease right-of-use assets	**$47,981,698**	$48,995,523
Operating lease liabilities:		
Current portion	**$ 7,745,476**	$ 7,203,406
Noncurrent portion	**44,258,672**	45,031,582
Total operating lease liabilities	**$52,004,148**	$52,234,988

8. Operating Leases (continued)

Opco One and Opco Two Restaurant Units (continued)

At December 29, 2024, the estimated future minimum lease payment commitments under the above operating leases is as follows:

2025	**$ 9,864,304**
2026	**9,575,785**
2027	**8,866,591**
2028	**8,152,232**
2029	**6,389,850**
Thereafter	**17,552,308**
	60,401,070
Less present value discount	**8,396,922**
Operating lease liabilities	**$52,004,148**

Other information related to these operating leases are as follows for the year ended:

	2024	**2023**
Supplemental cash flow information:		
Approximate operating cash flows	**$10,038,000**	$ 8,642,000
Weighted average remaining term	**7.13**	7.68
Weighted average discount rate	**4.40%**	4.44%

LOJON Land Leases

The Company is a party, as the lessee, to two Master Lease Agreements with Lojon Property 71, LLC. The Company determined the land portion was significant and accordingly, under U.S. GAAP, is accounting for the land portion as an operating lease. The building portion of the 2019 Master lease agreement is being accounted for as a finance lease (Note 7). For the years ended December 29, 2024 and December 31, 2023, operating lease expense under these leases was approximately $1,836,000 and $1,985,000, respectively.

Amounts reported in the consolidated balance sheets related to these operating lease agreements are as follows:

	2024	**2023**
Operating lease right-of-use assets	**$10,113,496**	$10,713,514
Operating lease liabilities:		
Current portion	**$ 444,324**	$ 439,520
Noncurrent portion	**14,962,604**	15,406,928
Total operating lease liabilities	**$15,406,928**	$15,846,448

8. Operating Leases (continued)

LOJON Land Leases (continued)

At December 29, 2024, the estimated future minimum lease payment commitments under the above operating leases is as follows:

2025	**$ 1,706,067**
2026	**1,740,189**
2027	**1,774,992**
2028	**1,810,492**
2029	**1,846,702**
Thereafter	**16,750,177**
	25,628,619
Less present value discount	**10,221,691**
Operating lease liabilities	**$15,406,928**

Other information related to these operating leases are as follows for the year ended:

	2024	**2023**
Supplemental cash flow information:		
Approximate operating cash flows	**$ 1,676,000**	$1,514,000
Weighted average remaining term	**14.00**	15.00
Weighted average discount rate	**8.00%**	8.00%

9. Contingent Lease Liabilities

A former owner of the Company had guaranteed the performance of certain franchisees that are the primary lessees under certain real estate leases where the franchisees operate LJS units. The Company assumed, as guarantor, such contingent lease liabilities. The leases have varying terms, the latest of which expire in 2028. At December 29, 2024, the Company is contingently liable under approximately 18 leases.

The Company's franchise agreements generally contain cross-default provisions which would put the franchisee in default of their franchise agreement in the event of non-payment under the lease. Management believes that such cross-default provisions help reduce the risk that the Company will be required to make payments under these leases.

The Company did not have to act upon its guaranteed obligation during the years ended December 29, 2024 and December 31, 2023.

9. Contingent Lease Liabilities (continued)

At December 29, 2024 and December 31, 2023, the potential amount of undiscounted guaranteed payments the Company could potentially be required to make in the event of non-payment by the primary lessees total approximately $6,181,000 and $5,701,000, respectively, the aggregate remaining lease payments due to be paid by the lessees over the life of the leases. As of December 29, 2024, the balance of the guarantee obligation relative to the contingent lease liabilities totals $16,024 and is included in accrued expenses and other current liabilities. As of December 31, 2023, the balance of the guarantee obligation relative to the contingent lease liabilities totals $693,148, of which $167,513 is included in accrued expenses and other current liabilities and $525,635 is included in other non-current liabilities.

To the extent lease payments under this guarantee obligation are not required to be made by the Company, the guarantee obligation will be amortized into other income over the life of the respective leases During the years ended December 29, 2024 and December 31, 2023, an expense of $70,319 and income of $136,246, respectively, was recorded to other non-operating income (expense), net, in the accompanying consolidated statements of operations and changes in member's equity.

10. Limited Liability Companies

As limited liability companies, no member/unit holder, director, officer, manager, agent, or employee shall be personally liable for the debts, obligations, or liabilities of the respective companies, whether arising in contract, tort, or otherwise, or for the acts or omissions of any other member/unit holder, director, officer, manager, agent, or employee of the respective companies. Pursuant to the respective limited liability company agreements, no member shall be required to make any additional capital contributions.

11. 401(k) Retirement Plan

Long John Silver's, LLC has adopted a 401(k) defined contribution plan under which participating employees may defer a portion of their annual compensation pursuant to section 401(k) of the Internal Revenue Code. Employees are eligible to participate in the defined contribution plan once minimum age and service requirements are met. Long John Silver's, LLC currently matches up to 4% of a participant's compensation. The Company matches 100% of the salary deferrals up to the first 3% of employee compensation plus 50% of the salary deferrals up to the next 2% of employee compensation. The expense under the defined contribution plan for the years ended December 29, 2024 and December 31, 2023, totals $152,948 and $105,947, respectively.

12. Long John Silver's National Purchasing Co-op, Inc.

The Company is a party to a supply chain program management agreement between Foodbuy Foodservice (Foodbuy) and Long John Silver's National Purchasing Co-op, Inc. (LJS Co-op). The Foodbuy agreement is for a term through December 31, 2025 with one-year automatic renewals unless otherwise terminated by either party upon giving at least six months prior written notice.

12. Long John Silver's National Purchasing Co-op, Inc. (continued)

Both Foodbuy and LJS Co-op are organized and operated independently of the Company. The Company does not control LJS Co-op. LJS Co-op is governed by a Board of Directors representing both the franchisees and the Company. Most of the members of LJS Co-op are the franchisees. Opco One and Opco Two are members of LJS Co-op given the company-owned units between the two wholly-owned subsidiaries of LJS (Note 1).

LJS Co-op focuses on providing its members (the franchisees) with the lowest sustainable delivered costs for food, packaging, supplies, and equipment and any equipment related services. Under the supply chain program management agreement, Foodbuy administers a purchasing program on behalf of LJS Co-op whereby Foodbuy acts as the purchasing organization and agent for all of the food, packaging, supplies, and equipment and any equipment related services used in the LJS units located in the United States.

Management has assessed whether the Company is the primary beneficiary of LJS Co-op, concluding the Company is not the primary beneficiary. Accordingly, the accounts of LJS Co-op have not otherwise been consolidated within the accompanying consolidated financial statements.

13. Related Party Transactions

For the years ended December 29, 2024 and December 31, 2023, approximately $5,658,000 and $3,971,000 of royalties and other franchisee income was generated from related parties, defined as related to Four Oaks Partners, LLC, the sole member of the Company.

As of December 29, 2024 and December 31, 2023, gross royalties and other franchisee receivables include approximately $724,000 and $227,000, respectively, due from related parties. No allowance for credit losses has been provided as of December 29, 2024 and December 31, 2023, with respect to these balances. As of December 29, 2024, accounts payable accrued expenses include approximately $575,000 due to related parties.

During 2023, pursuant to the divestiture transaction discussed in Note 1, the Company sub-leased to the related party purchaser, seven units that were previously operated by the Company and leased pursuant to the Lojon Master Lease (Note 7). In addition to these seven units, the related party had also previously sub-leased two additional units from the Company. The sub-lease receivable balance from this related party at December 29, 2024 and December 31, 2023 was approximately $5,000,000 and $4,200,000, respectively. Payments received under these sub-lease arrangements during 2024 and 2023 were approximately $422,000 and $215,000, respectively.

During 2022 and 2023, the Company received an advance totaling approximately $3,631,000 from a related party. The advance was unsecured, has no maturity date and did not accrue interest. In 2024, the remaining advance was reclassified to member contributions.

14. Contingencies

During the normal course of business, the Company may become involved in legal proceedings. In management's opinion, no such legal proceedings would result in claims against the Company that are material in relation to the accompanying consolidated financial statements, after considering insurance coverage.

Coverage for employee health care cost is self-insured through a group of entities under common control. Given the nature and inherent risk of the self-insurance arrangement, the Company's portion of the cost of health care may change in the near term.

15. Incentive Compensation Plan

Effective January 2, 2023, the Company established an Equity Appreciation Incentive Compensation Plan (the Plan) and awarded certain employees a grant of Unit Appreciation Rights. This award allows the participant to receive the benefit of equity appreciation, as defined in the agreement, relating to the increase in equity unit value over the assigned value at award date. The award vests 20% per year from the anniversary date and is payable upon the earlier of a change in control or following termination of employment other than for cause. A total of 4.0 million incentive units are available for issuance under the Plan.

An aggregate of 3,522,700 incentive units are outstanding at December 31, 2024 with an initial award value of $1.39 per incentive unit. The calculated incentive unit value at December 29, 2024 and December 31, 2023 was $2.66 and $1.16, respectively, per incentive unit. Under U.S. GAAP, these incentive units are considered liability awards, and the Company has made the policy decision to measure such awards based on their intrinsic value. The intrinsic value is the appreciation over the value at the date of award. Compensation expense and accrual of $1,360,000 was recorded in 2024. No compensation or accrual was recorded in 2023 due to a net decrease in incentive unit value. Compensation will be recorded over the 5-year service period based on intrinsic value achieved. As a liability award, once fully vested, it will continue to be adjusted based on the intrinsic value measured. Forfeitures will be recognized as they occur.

LJS Partners

Consolidating Balance Sheet

December 29, 2024

	LJS Partners, LLC	Long John Silver's, LLC and Subsidiaries	Eliminations	Consolidated
Assets				
Current assets:				
Cash	**$ 14,990**	**$ 4,733,624**	**$ -**	**$ 4,748,614**
Advertising fund restricted cash	**-**	**3,534,105**	**-**	**3,534,105**
Royalties and other franchisee receivables, net	**-**	**1,822,649**	**-**	**1,822,649**
Inventories	**-**	**2,295,519**	**-**	**2,295,519**
Sub-lease receivables, net, current portion	**-**	**537,585**	**-**	**537,585**
Prepaid expenses and other current assets	**89,443**	**4,358,258**	**-**	**4,447,701**
Total current assets	**104,433**	**17,281,740**	**-**	**17,386,173**
Property and equipment, net	**-**	**47,042,098**	**-**	**47,042,098**
Other noncurrent assets:				
Sub-lease receivable, net, less current portion	**-**	**11,213,415**	**-**	**11,213,415**
Operating lease right-of-use assets	**-**	**59,692,253**	**-**	**59,692,253**
Finance lease right-of-use assets, net	**-**	**19,120,574**	**-**	**19,120,574**
Intangible assets, net	**-**	**17,734,823**	**-**	**17,734,823**
Goodwill, net	**-**	**11,627,690**	**-**	**11,627,690**
Due from Long John Silver's, LLC	**13,503,228**	**-**	**(13,503,228)**	**-**
Investment in Long John Silver's, LLC	**54,408,171**	**-**	**(54,408,171)**	**-**
Other noncurrent assets, net	**-**	**2,197,253**	**-**	**2,197,253**
Total other noncurrent assets	**67,911,399**	**121,586,008**	**(67,911,399)**	**121,586,008**
Total assets	**$ 68,015,832**	**$ 185,909,846**	**$ (67,911,399)**	**$ 186,014,279**

LJS Partners

Consolidating Balance Sheet (continued)

December 29, 2024

	LJS Partners, LLC	Long John Silver's, LLC and Subsidiaries	Eliminations	Consolidated
Liabilities and member's equity				
Current liabilities:				
Accounts payable	**$ -**	**$ 3,632,314**	**$ -**	**$ 3,632,314**
Accrued expenses and other current liabilities	**171,133**	**15,381,407**	**-**	**15,552,540**
Finance lease liabilities, current portion	**-**	**842,384**	**-**	**842,384**
Operating lease liabilities, current portion	**-**	**8,567,145**	**-**	**8,567,145**
Total current liabilities	**171,133**	**28,423,250**	**-**	**28,594,383**
Noncurrent liabilities:				
Finance lease liabilities, less current portion	**-**	**28,668,846**	**-**	**28,668,846**
Operating lease liabilities, less current portion	**-**	**60,497,346**	**-**	**60,497,346**
Due to LJS Partners, LLC	**-**	**13,503,228**	**(13,503,228)**	**-**
Other noncurrent liabilities	**1,360,000**	**409,005**	**-**	**1,769,005**
Total noncurrent liabilities	**1,360,000**	**103,078,425**	**(13,503,228)**	**90,935,197**
Total liabilities	**1,531,133**	**131,501,675**	**(13,503,228)**	**119,529,580**
Member's equity	**66,484,699**	**54,408,171**	**(54,408,171)**	**66,484,699**
Total liabilities and member's equity	**$ 68,015,832**	**$ 185,909,846**	**$ (67,911,399)**	**$ 186,014,279**

See Independent Auditor's Report.

LJS Partners

Consolidating Statement of Operations and Changes in Member's Equity

Year ended December 29, 2024

	LJS Partners, LLC	Long John Silver's, LLC and Subsidiaries	Eliminations	Consolidated
Franchisor revenues:				
Royalties and other franchise income	$ -	$ 10,689,134	$ -	$ 10,689,134
Advertising fund revenue	-	9,313,929	-	9,313,929
Other operating revenues	-	633,363	-	633,363
Total franchisor revenues	-	20,636,426	-	20,636,426
Franchisor operating expenses:				
Compensation and related employee benefits	-	8,101,177	-	8,101,177
Long-term incentive compensation	1,360,000	-	-	1,360,000
Franchise direct expenses	-	640,666	-	640,666
Professional and consulting fees and contract labor	-	1,456,385	-	1,456,385
Advertising fund expenses	-	8,513,929	-	8,513,929
Office and other general and administrative expenses	3,212	1,597,636	-	1,600,848
ASC 842 rent expense	-	2,456,195	-	2,456,195
ASC 842 amortization	-	1,410,130	-	1,410,130
Credit loss expenses	-	319,541	-	319,541
Depreciation and amortization	-	3,099,361	-	3,099,361
Total franchisor operating expenses	1,363,212	27,595,020	-	28,958,232
Franchisor operating loss	(1,363,212)	(6,958,594)	-	(8,321,806)
Company-owned restaurant units:				
Net sales	-	196,723,369	-	196,723,369
Cost of sales	-	(57,617,394)	-	(57,617,394)
Compensation and related employee benefits	-	(58,082,379)	-	(58,082,379)
Other expenses	-	(37,613,279)	-	(37,613,279)
Rent expense	-	(10,029,134)	-	(10,029,134)
General and administrative expense		(7,713,342)	-	(7,713,342)
Depreciation and amortization	-	(6,135,174)	-	(6,135,174)
Net gain on disposal of property and equipment	-	316,932	-	316,932
Loss on impaired property and equipment	-	(381,036)	-	(381,036)
Company-owned restaurant units operating income	-	19,468,563	-	19,468,563

LJS Partners

Consolidating Statement of Operations and Changes in Member's Equity (continued)

Year ended December 29, 2024

	LJS Partners, LLC	Long John Silver's, LLC and Subsidiaries	Eliminations	Consolidated
Other income (expense):				
Interest income	**$ -**	**$ 892,508**	**$ -**	**$ 892,508**
Other nonoperating income, net	**-**	**(70,319)**	**-**	**(70,319)**
Interest expense	**(9,813)**	**(2,373,084)**	**-**	**(2,382,897)**
Equity in the income of Long John Silver's, LLC	**10,863,004**	**-**	**(10,863,004)**	**-**
Total other income (expense), net	**10,853,191**	**(1,550,895)**	**(10,863,004)**	**(1,560,708)**
Income before provision for state income taxes	**9,489,979**	**10,959,074**	**(10,863,004)**	**9,586,049**
Provision for income taxes	**285,589**	**96,070**	**-**	**381,659**
Net income	**9,204,390**	**10,863,004**	**(10,863,004)**	**9,204,390**
Member's equity, beginning of the period	**48,981,912**	**43,545,167**	**(43,545,167)**	**48,981,912**
Member contributions	**8,298,397**	**-**	**-**	**8,298,397**
Member's equity, end of the year	**$ 66,484,699**	**$ 54,408,171**	**$ (54,408,171)**	**$ 66,484,699**

See Independent Auditor's Report.

Long John Silver's, LLC

Consolidating Balance Sheet

December 29, 2024

	Long John Silver's, LLC	LJS Opco One, LLC	LJS Opco Two, LLC	LJS Ad Fund	Eliminations	Consolidated
Assets						
Current assets:						
Cash	$ 388,632	$ 2,306,309	$ 2,038,683	$ -	$ -	$ 4,733,624
Advertising fund restricted cash	-	-	-	3,534,105	-	3,534,105
Royalties and other franchisee receivables, net	1,325,813	-	-	1,434,280	(937,444)	1,822,649
Inventories	-	1,218,406	1,077,113	-	-	2,295,519
Sub-lease receivables, net, current portion	437,585	-	100,000	-	-	537,585
Prepaid expenses and other current assets	663,845	1,583,909	1,844,351	266,153	-	4,358,258
Advertising fund restricted assets	5,234,537	-	-	-	(5,234,537)	-
Total current assets	8,050,412	5,108,624	5,060,147	5,234,538	(6,171,981)	17,281,740
Property and equipment, net	361,064	19,452,540	27,228,494	-	-	47,042,098
Other noncurrent assets:						
Sub-lease receivable, net, less current portion	10,435,304	-	778,111	-	-	11,213,415
Operating lease right-of-use assets	11,710,555	27,402,992	20,578,706	-	-	59,692,253
Finance lease right-of-use assets, net	19,120,574	-	-	-	-	19,120,574
Intangible assets, net	17,734,823	-	-	-	-	17,734,823
Goodwill, net	11,627,690	-	-	-	-	11,627,690
Investment in LJS Opco One, LLC	15,895,649	-	-	-	(15,895,649)	-
Investment in LJS Opco Two, LLC	13,952,180	-	-	-	(13,952,180)	-
Due from Long John Silver's, LLC	-	-	-	356,291	(356,291)	-
Due from LJS Opco One, LLC	1,254,090	-	1,629,929	-	(2,884,019)	-
Due from LJS Opco Two, LLC	12,925,141	-	-	-	(12,925,141)	-
Other noncurrent assets, net	429	1,035,663	1,161,161	-	-	2,197,253
Total other noncurrent assets	114,656,435	28,438,655	24,147,907	356,291	(46,013,280)	121,586,008
Total assets	$ 123,067,911	$ 52,999,819	$ 56,436,548	$ 5,590,829	$ (52,185,261)	$ 185,909,846

Long John Silver's, LLC

Consolidating Balance Sheet (continued)

December 29, 2024

	Long John Silver's, LLC	LJS Opco One, LLC	LJS Opco Two, LLC	LJS Ad Fund	Eliminations	Consolidated
Liabilities and member's equity						
Current liabilities:						
Accounts payable	**$ 89,745**	**$ 1,718,156**	**$ 2,437,122**	**$ 324,735**	**$ (937,444)**	**$ 3,632,314**
Accrued expenses and other current liabilities	**2,495,361**	**3,166,594**	**4,453,358**	**5,266,094**	**-**	**15,381,407**
Finance lease liabilities, current portion	**842,384**	**-**	**-**	**-**	**-**	**842,384**
Operating lease liabilities, current portion	**821,669**	**4,369,202**	**3,376,274**	**-**	**-**	**8,567,145**
Advertising fund liabilities	**5,234,537**	**-**	**-**	**-**	**(5,234,537)**	**-**
Total current liabilities	**9,483,696**	**9,253,952**	**10,266,754**	**5,590,829**	**(6,171,981)**	**28,423,250**
Noncurrent liabilities:						
Finance lease liabilities, less current portion	**28,668,846**	**-**	**-**	**-**	**-**	**28,668,846**
Operating lease liabilities, less current portion	**16,238,674**	**24,966,199**	**19,292,473**	**-**	**-**	**60,497,346**
Due to LJS Partners, LLC	**13,503,228**	**-**	**-**	**-**	**-**	**13,503,228**
Due to Long John Silver's, LLC	**-**	**1,254,090**	**12,925,141**	**-**	**(14,179,231)**	**-**
Due to LJS Opco Two, LLC	**-**	**1,629,929**	**-**	**-**	**(1,629,929)**	**-**
Due to AD fund	**356,291**	**-**	**-**	**-**	**(356,291)**	**-**
Other noncurrent liabilities	**409,005**	**-**	**-**	**-**	**-**	**409,005**
Total noncurrent liabilities	**59,176,044**	**27,850,218**	**32,217,614**	**-**	**(16,165,451)**	**103,078,425**
Total liabilities	**68,659,740**	**37,104,170**	**42,484,368**	**5,590,829**	**(22,337,432)**	**131,501,675**
Member's equity	**54,408,171**	**15,895,649**	**13,952,180**	**-**	**(29,847,829)**	**54,408,171**
Total liabilities and member's equity	**$ 123,067,911**	**$ 52,999,819**	**$ 56,436,548**	**$ 5,590,829**	**$ (52,185,261)**	**$ 185,909,846**

See Independent Auditor's Report.

Long John Silver's, LLC

Consolidating Statement of Operations and Changes in Member's Equity

Year Ended December 29, 2024

	Long John Silver's, LLC	LJS Opco One, LLC	LJS Opco Two, LLC	LJS Ad Fund	Eliminations	Consolidated
Franchisor revenues:						
Royalties and other franchise income	$ 20,116,566	$ -	$ -	$ -	$ (9,427,432)	$ 10,689,134
Advertising fund revenues	-	-	-	18,741,844	(9,427,915)	9,313,929
Other operating revenues	4,067,657	-	-	-	(3,434,294)	633,363
Total franchisor revenues	24,184,223	-	-	18,741,844	(22,289,641)	20,636,426
Franchisor operating expenses:						
Compensation and related employee benefits	8,101,177	-	-	-	-	8,101,177
Franchise direct expenses	640,666	-	-	-	-	640,666
Professional and consulting fees and contract labor	1,456,385	-	-	-	-	1,456,385
Advertising fund expenses	-	-	-	18,741,844	(10,227,915)	8,513,929
Office and other general and administrative expenses	1,597,636	-	-	-	-	1,597,636
ASC 842 rent expense	2,456,195	-	-	-	-	2,456,195
ASC 842 amortization	1,410,130	-	-	-	-	1,410,130
Credit loss expenses	319,541	-	-	-	-	319,541
Depreciation and amortization	3,099,361	-	-	-	-	3,099,361
Total franchisor operating expenses	19,081,091	-	-	18,741,844	(10,227,915)	27,595,020
Franchisor operating income (loss)	5,103,132	-	-	-	(12,061,726)	(6,958,594)
Company-owned restaurant units:						
Net sales	-	91,311,461	105,411,908	-	-	196,723,369
Cost of sales	-	(26,535,423)	(31,081,971)	-	-	(57,617,394)
Compensation and related employee benefits	-	(28,812,785)	(29,269,594)	-	-	(58,082,379)
Other expenses	-	(22,984,585)	(24,056,126)	-	9,427,432	(37,613,279)
Rent expense	-	(5,660,965)	(7,002,463)	-	2,634,294	(10,029,134)
General and administrative expense	-	(3,379,462)	(4,333,880)	-	-	(7,713,342)
Depreciation and amortization	-	(2,607,411)	(3,527,763)	-	-	(6,135,174)
Net gain (loss) on disposal of property and equipment	-	643,484	(326,552)	-	-	316,932
Loss on impaired property and equipment	-	(191,130)	(189,906)	-	-	(381,036)
Company-owned restaurant units operating income	-	1,783,184	5,623,653	-	12,061,726	19,468,563

Long John Silver's, LLC

Consolidating Statement of Operations and Changes in Member's Equity (continued)

Year Ended December 29, 2024

	Long John Silver's, LLC	LJS Opco One, LLC	LJS Opco Two, LLC	LJS Ad Fund	Eliminations	Consolidated
Other income (expense):						
Interest income	**$ 892,508**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 892,508**
Other non-operating expense	**(70,319)**	**-**	**-**	**-**	**-**	**(70,319)**
Interest expense	**(2,373,084)**	**-**	**-**	**-**	**-**	**(2,373,084)**
Equity in the income of LJS Opco One, LLC	**1,783,184**	**-**	**-**	**-**	**(1,783,184)**	**-**
Equity in the income of LJS Opco Two, LLC	**5,623,653**	**-**	**-**	**-**	**(5,623,653)**	**-**
Total other income (expense), net	**5,855,942**	**-**	**-**	**-**	**(7,406,837)**	**(1,550,895)**
Income before provision for state income taxes	**10,959,074**	**1,783,184**	**5,623,653**	**-**	**(7,406,837)**	**10,959,074**
Provision for income taxes	**96,070**	**-**	**-**	**-**	**-**	**96,070**
Net income	**10,863,004**	**1,783,184**	**5,623,653**	**-**	**(7,406,837)**	**10,863,004**
Member's equity, beginning of period	**43,545,167**	**14,112,465**	**8,328,527**	**-**	**(22,440,992)**	**43,545,167**
Member contributions	**-**	**-**	**-**	**-**	**-**	**-**
Member's equity, end of year	**$ 54,408,171**	**$ 15,895,649**	**$ 13,952,180**	**$ -**	**$ (29,847,829)**	**$ 54,408,171**

See Independent Auditor's Report.

GUARANTY OF PERFORMANCE

For value received, LJS Partners LLC, located at 10350 Ormsby Park Place, Suite 300, Louisville, KY 40223 (the "Guarantor"), absolutely and unconditionally guarantees to assume the duties of Long John Silver's, LLC, located at 10350 Ormsby Park Place, Suite 300, Louisville, KY 40223 (the "Franchisor") under its franchise registration in each state where its franchise is registered or exempt from registration, as applicable, and under its Franchise Agreement as identified in its 2026 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. This guaranty continues until all such obligations of the Franchisor under the franchise registration or franchise exemption (as applicable) and Franchise Agreement are satisfied or until liability of the Franchisor under the Franchise Agreement has been completely discharged, whichever first occurs. Guarantor is not discharged from liability if a claim by the franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and on its successors and assigns.

The Guarantor signs this guarantee at Louisville, Kentucky on the 23rd day of June, 2026.

Guarantor:

LJS PARTNERS LLC

By: _____

Name: Anthony Ellis

Title: Sr. Vice President, General Counsel

EXHIBIT G
STATE-REQUIRED ADDENDA TO DISCLOSURE DOCUMENT

ADDENDUM TO THE LONG JOHN SILVER'S DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF CALIFORNIA, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA VIRGINIA, WASHINGTON, AND WISCONSIN

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

No statement, questionnaire or acknowledgment signed or agreed to by 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 any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

ADDENDUM TO THE LONG JOHN SILVER'S DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF CALIFORNIA

1. The California Franchise Investment Law requires a copy of all proposed agreements relating to the sale of the franchise be delivered together with the Disclosure Document at least 14 days prior to the execution of the agreement.

2. Neither the franchisor, nor any person or franchise broker in Item 2 of the FDD, is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in such association or exchange.

3. The California Business and Professions Code 20000 through 20043 provides 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 California Franchise Investment Law, and the California Franchise Investment Law applies, then the California Franchise Investment Law will control.

4. The franchise agreement may provide for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law. (11 U.S.C.A. Sec. 101 et seq.).

5. The franchise agreement may contain a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

6. The franchise agreement may contain a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

7. 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.

8. For franchisees operating outlets located in California, the California Franchise Investment Law and the California Franchise Relations Act will apply regardless of the choice of law or dispute resolution venue stated elsewhere. Any language in the Franchise Agreement or any amendment thereto or any agreement to the contrary is superseded by this condition.

9. Section 31125 of the California Corporations Code requires us to give you a disclosure document approved by the Commissioner of the California Department of Financial Protection and Innovation before we ask you to consider a material modification of your franchise agreement.

10. You must sign a general release if you renew or transfer your franchise. California Corporations Code §31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order thereunder is void. Section 31512 might void a waiver of your rights under the Franchise Investment Law (California Corporations Code 31000-31516). Business and Professions Code §20010 might void a waiver of your rights under the Franchise Relations Act (Business and Professions Code §§20000 through 20043).

11. OUR WEBSITE, ljsilvers.com, 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.

13. The row entitled "Late Fee" in Item 6 of the Disclosure Document is amended to state that the maximum interest rate in California is currently 10% annually.

14. Registration of this franchise does not constitute approval, recommendation, or endorsement by the Commissioner.

15. Franchisees of LJS Restaurants located in California are required to comply with all applicable California labor laws, including labor laws that apply to fast food restaurant employees. Specifically, California franchisees operating certain fast food restaurants must comply with Part 4.5.5 (commencing with Section 1474) of Division 2 of the California Labor Code (codifying Assembly Bill No. 1228) which established the California Fast Food Council ("CFFC") which has the authority to increase the hourly minimum wage subject to certain limitations, and to set forth requirements, limitations, and procedures for adopting and reviewing fast food restaurant health, safety, and employment standards in California.

ADDENDUM TO THE LONG JOHN SILVER'S DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF ILLINOIS

1. The following paragraphs are hereby added to Item 17:

   a. Illinois law governs the Franchise Agreement

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

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

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

2. By reading this disclosure document, you are <u>not</u> agreeing to, acknowledging, or making any representations whatsoever to the Franchisor and its affiliates.

ADDENDUM TO THE LONG JOHN SILVER'S DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF INDIANA

Notwithstanding anything to the contrary set forth in the LONG JOHN SILVER'S Disclosure Document, the following provisions shall supersede and apply to all Franchises offered and sold in the State of Indiana.

1. The laws of the State of Indiana supersede any provisions of this Disclosure Document, the Franchise Agreement, other related agreements, or Kentucky law if such provisions are in conflict with Indiana law.

2. The following language is added to Item 17:

   Releases cannot be executed for those claims arising under Ind. Deceptive Franchise Practice Act.

   Non-compete provisions may not be enforceable under the Indiana Deceptive Trade Practices Act.

   Choice of forum provisions is not applicable under the Indiana Deceptive Trade Practices Act.

   The State of Indiana has a statute [1C 23-2-2.7-1(10)] which restricts or prohibits the imposition of liquidated damages provisions. State Courts also restrict the imposition of budgeted damages. The imposition of liquidated damages is also restricted by fair practices laws, contract law and state and federal court decisions.

   The prohibition by Indiana Code 23-2-2.7-1(7) against unilateral termination of the franchise without good cause or in bad faith, good cause being defined therein as a material breach of the Franchise Agreement, shall supersede the provisions of Article 17 of the Franchise Agreement in the State of Indiana, but only to the extent that such provisions may be inconsistent with such prohibition.

ADDENDUM TO THE LONG JOHN SILVER'S DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF MARYLAND

The following paragraph is hereby added to the end of Item 5:

> Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement. In addition, all development fees and initial payments by developers shall be deferred until the first franchise under the development agreement opens.

The following paragraphs are hereby added to Item 17:

> The Maryland Franchise Registration and Disclosure Law shall override and supersede any inconsistent provisions in your Franchise Agreement.
>
> The general release required as a condition of renewal and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.
>
> A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.
>
> Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.
>
> The provision of the franchise agreement which provides for termination upon bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).
>
> Termination of the franchisee upon bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. Sec. 101 et seq.).
>
> 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.

ADDENDUM TO THE LONG JOHN SILVER'S DISCLOSURE DOCUMENT PURSUANT TO THE MICHIGAN FRANCHISE INVESTMENT LAW

THIS ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT OF LONG JOHN SILVER'S REFLECTS CERTAIN REQUIREMENTS OF THE STATE OF MICHIGAN. IT IS BEING PROVIDED TO YOU AT THE SAME TIME AS THE FRANCHISE DISCLOSURE DOCUMENT REQUIRED BY THE FEDERAL TRADE COMMISSION, AND SHOULD BE REVIEWED IN CONJUNCTION WITH THE FRANCHISE DISCLOSURE DOCUMENT, OF WHICH THIS IS MADE A PART.

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

Each of the following provisions is void and unenforceable if contained in any documents relating to a Franchise:

(a) A prohibition on the right of a Franchisee to join an association of Franchisees.

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

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

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

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

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

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

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

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

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

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

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

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

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

Any questions regarding this notice should be directed to: State of Michigan

Department of Attorney General
Consumer Protection Agency
Attention: Franchise
670 Williams Building
525 West Ottawa Street
Lansing, Michigan 48913
Telephone Number: (517) 373-7117

ADDENDUM TO THE LONG JOHN SILVER'S DISCLOSURE DOCUMENT PURSUANT TO THE MINNESOTA FRANCHISE INVESTMENT LAW

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

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

The "Special Risks to Consider About *This* Franchise" cover page to the Disclosure Document is modified to include the following risk factor:

Turnover Rate: During the last 3 years, a large number of franchised outlets (134), which is a high percentage of franchised outlets (51%), were terminated, not renewed, re-acquired, or ceased operations for other reasons. This franchise could be a higher risk investment than a franchise in a system with a lower turnover rate.

The Cover page to the Disclosure Document "Risk Factors: 1" and Item 17 V "Choice of Forum" are deleted as to Minnesota Franchisees. Minnesota Statutes, Section 80C.21 and Minnesota Rule 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

In addition, Minnesota Rule 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statutes 1973 Supplement, sections 80C.01 to 80C.22; provided, that this part shall not bar the voluntary settlement of disputes.

Franchisees cannot consent to a franchisor obtaining injunctive relief. A franchisor may seek injunctive relief. See Minnesota Rules 2860.4400J. A court will determine if a bond is required.

Item 5 of the Disclosure Document is modified as to Minnesota Franchisees as follows: Based upon the franchisor's financial condition, the Minnesota Department of Commerce has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement. In

addition, all development fees and initial payments by developers shall be deferred until the first franchise under the development agreement opens.

Item 13 of the Disclosure Document is modified as to Minnesota Franchisees as follows. The Minnesota Department of Commerce requires that the Franchisor indemnify Minnesota Franchisees against liability to third parties resulting from claims by third parties that the Franchisee's use of the Franchisor's trademark infringes trademark rights of the third party. Franchisor does not indemnify against the consequences of Franchisee's use of the Franchisor's trademark except in accordance with the requirements of the Franchise Agreement, and, as a condition to indemnification, Franchisee must provide notice to Franchisor of any such claim within ten (10) days and tender the defense of the claim to Franchisor. If Franchisor accepts the tender of defense, Franchisor has the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

Item 17 of the Disclosure Document is modified as to Minnesota Franchisees as follows. Minnesota law provides Franchisees with certain termination and nonrenewal rights. Minn. Stat. Sec. 80C.14, Subd. 3, 4 and 5 require, except in certain specified cases, that (1) a Franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for nonrenewal of the Franchise Agreement, and (2) consent to the transfer of the franchise will not be unreasonably withheld.

Under the terms of the Franchise Agreement as modified by the Minnesota Addendum to the Franchise Agreement, you agree that, upon the expiration or termination of the Franchise Agreement, you consent to the seeking of a permanent injunction and/or restraining order against you prohibiting further use or display of any and all Trademarks, service marks and proprietary systems and products of any kind.

In the event that the terms of this Addendum conflict with the Disclosure Document, the terms of this Addendum shall prevail.

ADDENDUM TO THE LONG JOHN SILVER'S DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF NEW YORK

The following paragraphs are added to the end of the State Cover Page:

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 THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY.

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

The following is added to Item 3 of the Long John Silver's Disclosure Document:

Other than the matters disclosed above, neither LJS, its predecessor nor a person identified in Item 2: (1) has had an administrative criminal or civil action pending against that person alleging: a felony; a violation of a franchise, antitrust or securities law; fraud, embezzlement, fraudulent conversion, misappropriation of property; unfair or deceptive practices or comparable civil or misdemeanor allegations; (2) has an action pending against that person, other than routine litigation incidental to the business, which is significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations; (3) has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud or securities law; fraud, embezzlement, fraudulent conversion or misappropriation of property, or unfair or deceptive practices or comparable allegations; or (4) is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

Row (d) of Item 17 entitled "Termination by you" is amended by adding the following language to the Summary column:

You may terminate the Agreement on any grounds available by law.

Row (v) of Item 17 entitled "Choice of forum" and Row (w) of Item 17 entitled "Choice of law" are amended by adding the following to the Summary Section:

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

Receipts – Any sale made must be in compliance with Section 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. Section 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.

ADDENDUM TO THE LONG JOHN SILVER'S DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF NORTH DAKOTA

1. Item 17(w) of the Disclosure Document is hereby deleted.

2. The following is hereby added to Item 17(r) of the Disclosure Document: "Covenants not to compete such as those mentioned above generally are considered unenforceable in the State of North Dakota."

3. The following is hereby added to the end of the "Summary" sections of Item 17(c) and Item 17 (m): However, any release required as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by the North Dakota Franchise Investment Law.

4. The last sentence of Item 17(i) in the table relating to the Franchise Agreement regarding liquidated damages is hereby deleted.

5. Any provision in the Franchise Agreement which designates jurisdiction or venue or requires the Franchisee to agree to jurisdiction or venue, in a forum outside of North Dakota, is deleted from Franchise Agreements issued in the State of North Dakota.

6. The laws of the State of North Dakota supersede any provisions of the Franchise Agreement or Kentucky law if such provisions are in conflict with North Dakota law. The Franchise Agreement will be governed by North Dakota law, rather than Kentucky law, as stated in Section 18 of the Franchise Agreement.

ADDENDUM TO THE LONG JOHN SILVER'S DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF RHODE ISLAND

§ 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."

A condition, stipulation or provision requiring you to waive compliance with or relieving a person of a duty of liability imposed by or a right provided by this Act or a rule or order under this Act is void. An acknowledgement provision, disclaimer or integration clause or a provision having a similar effect in a franchise agreement does not negate or act to remove from judicial review any statement, misrepresentation or action that would violate this Act or a rule or order under this Act. This section shall not affect the settlement of disputes, claims or civil lawsuits arising or brought under this Act.

ADDENDUM TO THE LONG JOHN SILVER'S DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF VIRGINIA

Row (r) of Item 17 entitled "Non-competition covenants after the franchise is terminated or expires" is amended by adding the following to the Summary Section:

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

Row (w) of Item 17 entitled "Choice of law" is amended by adding the following to the Summary Section:

Under subsection D of § 13.1-559 of the Virginia Retail Franchising Act, for all franchises located in Virginia, the franchise contract or agreement offered or entered into pursuant to terms of this chapter shall be governed by the laws of the Commonwealth of Virginia.

ADDENDUM TO THE LONG JOHN SILVER'S DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF WASHINGTON

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

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

3. **Site of Arbitration, Mediation, and/or Litigation**. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

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

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

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

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

8. **Certain Buy-Back Provisions**. Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

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

10. **Waiver of Exemplary & Punitive Damages**. RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise

agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

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

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

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

14. **Noncompetition Covenants**. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. **Nonsolicitation Agreements**. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

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

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

18. **Advisory Regarding Franchise Brokers**. Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the

offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

ADDENDUM TO THE LONG JOHN SILVER'S DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF WISCONSIN

REGISTRATION OF THIS FRANCHISE IN WISCONSIN DOES NOT MEAN THAT THE STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

The conditions under which the Franchise Agreement can be terminated or not renewed may be affected by the Wisconsin Fair Dealership Law, Wisconsin Statutes 1981-82, Title XIV-A, Chapter 135.

EXHIBIT H

LJS CO-OP MEMBERSHIP INFORMATION PACKET AND MEMBERSHIP AGREEMENT

*

LONG JOHN SILVER'S NATIONAL PURCHASING CO-OP, INC.

Membership Information Packet

March 30, 2026

We are offering:

- Shares of Membership Common Stock at $10.00 per share *and*
- Shares of Store Common Stock at $400.00 per share

to all Long John Silver's franchisees and licensees in the United States, the Association of LJS Franchisees, Inc. (the “Association”) and Long John Silver’s, LLC (“LJS”).

The Long John Silver’s National Purchasing Co-op, Inc. (the “LJS Co-op”) conducts purchasing programs to provide our stockholder members with the lowest possible sustainable store delivered costs for food, packaging, supplies, equipment and related services used in their Long John Silver's outlets.

There is no trading market for this stock, nor can one develop. This stock may not be transferred to any third party. This stock has been and is only being offered to Long John Silver's franchisees and licensees, the Association, and LJS. You should purchase this stock to participate in LJS Co-op sponsored purchasing programs that are offered to members, without any expectation of a return on your investment through appreciation in the value of this stock or per share dividends.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of the stock being offered, or determined if this membership information packet is truthful or complete. Any representation to the contrary is a criminal offense.

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MEMBERSHIP OFFERING SUMMARY

Who are we?

The LJS Co-op is a purchasing cooperative, which focuses on the purchase of the food, packaging, supplies, equipment and related services ("Goods and Equipment") used by owners and operators of Long John Silver's restaurants ("Operators").

Why is this stock being offered?

The LJS Co-op is offering this stock (a) to raise proceeds to provide working capital for the operation of the LJS Co-op; (b) to encourage all Operators, by virtue of membership, to use the volume purchasing services of the LJS Co-op, thereby enhancing the ability of the LJS Co-op to achieve economies of scale in purchasing activities; and (c) to maintain a cooperative in which only LJS, the Association, and Long John Silver's franchisees and licensees are members, thereby better enabling the LJS Co-op to respond to the unique needs and requirements of Long John Silver's Operators.

Why should I purchase this stock?

You should purchase LJS Co-op stock to participate in the purchasing program we offer for our members, to participate in any patronage dividend program and to participate in our management through the election of directors. We administer a purchasing program for our members which may significantly reduce their store delivered costs of Goods and Equipment. You should not expect any return on your investment through stock appreciation or per share dividends.

How many shares of stock must I purchase to participate in the LJS Co-op's programs?

If you are a Long John Silver's franchisee and wish to become a stockholder member of the LJS Co-op, you must: (a) purchase one share of Membership Common Stock; and (b) purchase that number of shares of Store Common Stock which equals the total number of Long John Silver's retail outlets you own and operate.

May I sell or transfer this stock?

No. Transfers of LJS Co-op stock to third parties are prohibited. Consequently, no market exists, nor is expected to develop for this stock. Unless otherwise prohibited by law, the LJS Co-op will redeem shares of Membership Common Stock held by those who no longer qualify as members for $10.00 per share. The LJS Co-op may also redeem shares of Store Common Stock, for the price paid to acquire those shares, if the stockholder member no longer owns or operates outlets with respect to the shares to be purchased by the LJS Co-op or the stockholder member no longer desires to be a stockholder member of the LJS Co-op.

What is required of members?

Each member must (a) purchase virtually all of the Goods and Equipment used in the member's outlets through the purchasing programs of the LJS Co-op, (b) agree that the LJS Co-op and its service providers may collect a fee (a "Sourcing Fee") in consideration of and to fund the LJS Co-op and its supply chain programs and services, (c) authorize the LJS Co-op and its service providers to cause suppliers and distributors of Goods and Equipment to collect Sourcing Fees from them for the account of the LJS Co-op (d) agree to abide by the terms and commitments of the LJS Co-op Bylaws and (e) agree to coordinate all requests to LJS for supplier and distributor approval through the LJS Co-op and/or its service providers. A copy of the LJS Co-op Bylaws, as currently in effect, is attached as Appendix A to this Membership Information Packet. You should read them carefully.

Will I receive patronage dividends?

No dividends, other than patronage dividends, will be paid on any class of LJS Co-op stock. Members are entitled to

patronage dividends, if distributed, on the basis of their annual business done with the LJS Co-op. See "Will I Receive Dividends and Patronage Dividends?"

How do I become a member?

To join the LJS Co-op, you should (a) read this Membership Information Packet, (b) sign the attached Membership Subscription and Commitment Agreement, indicating how many shares of Store Common Stock you are required to purchase and (c) return the Membership Subscription and Commitment Agreement to: Long John Silver's National Purchasing Co-op, Inc., in care of FBT Gibbons LLP, Attention: Samuel G. Graber, 400 West Market Street, 32nd Fl., Louisville, Kentucky, 40202, with your payment in the amount of $10 for your one share of Membership Common Stock plus $400 for each share of Store Common Stock you are required to purchase.

Who is being offered this stock?

We are offering Membership Common Stock (Series C) and Store Common Stock to persons or entities that are franchisees or licensees of LJS (together "franchisees"). LJS has purchased one share of Series A Membership Common Stock, and the Association has purchased one share of Series B Membership Common Stock. See "Description of LJS Co-op Stock."

How is this stock being offered?

These shares of stock are being offered by the LJS Co-op through officers, directors and other affiliates of the LJS Co-op. Sales will be made to Operators only in units consisting of one share of Membership Common Stock and one share of Store Common Stock for each retail outlet owned by such Operator.

How will these proceeds be used?

Any net proceeds of this offering will be used to provide working capital for the operation of the LJS Co-op. The working capital needs of the LJS Co-op may also be met through borrowings.

Is LJS involved?

LJS is the franchisor and licensor of the Long John Silver's concept, and the developer of products used and sold by the LJS concept. LJS is a member of the LJS Co-op and has purchased one share of Series A Membership Common Stock. As the franchisor of the Long John Silver's concept, we believe LJS is strongly committed to the success of the LJS Co-op. LJS has agreed to purchase through the LJS Co-op's purchasing programs virtually all of the Goods and Equipment needed for any LJS operated outlets in the United States.

THE OFFERING

Why is this stock being offered?

The LJS Co-op is offering this stock (a) to raise proceeds to provide working capital for the operation of the LJS Co-op; (b) to encourage all Operators, by virtue of membership, to use the volume purchasing services of the LJS Co-op, thereby enhancing the ability of the LJS Co-op to achieve economies of scale in purchasing activities; and (c) to maintain a cooperative in which only LJS, the Association, and Long John Silver's franchisees and licensees are members, thereby better enabling the LJS Co-op to respond to the unique needs and requirements of Long John Silver's Operators.

How is this stock being offered?

This LJS Co-op stock is being offered directly by officers, directors, and other affiliates of the LJS Co-op. None of these people will receive any commission or fee in connection with these sales. These interests are only being offered to Operators of Long John Silver's retail outlets. Sales are made only in units consisting of one share of Membership Common Stock per Operator and one share of Store Common Stock for each outlet operated by such Operator. This LJS Co-op stock is being offered on a continuing basis, subject to applicable legal requirements.

The LJS Co-op reserves the right in its sole discretion to accept or reject any membership subscription.

The shares of LJS Co-op stock are being offered on a "best efforts" basis. There is no scheduled termination date for this offering, no minimum required purchase, nor have any arrangements been made to place the funds received in the offering in escrow, in trust or to make other similar arrangements.

No person is authorized by the LJS Co-op to give any information or to make any representations other than those contained in this Membership Information Packet in connection with the offering described herein. This Membership Information Packet does not constitute an offer of any membership interest other than the shares of LJS Co-op stock to which it relates, or an offer by any person within any jurisdiction to any person to whom such offer would be unlawful. The delivery of this Membership Information Packet at any time does not imply that the information herein is correct as of any time subsequent to its date.

As of March 30, 2026, 43 shares of Membership Common Stock and 637 shares of Store Common Stock were outstanding and held by members.

How will these proceeds be used?

Any net proceeds of this offering will be used to provide working capital for the operation of the LJS Co-op.

How do I become a member?

Membership in the LJS Co-op is open to all Long John Silver's Operators who are franchisees or licensees in the United States (including Puerto Rico).

To join the LJS Co-op, you should (a) read this Membership Information Packet, (b) sign the attached Membership Subscription and Commitment Agreement, indicating how many shares of Store Common Stock you are required to purchase, and (c) return the Membership Subscription and Commitment Agreement to: Long John Silver's National Purchasing Co-op, Inc., in care of FBT Gibbons LLP, Attention: Samuel G. Graber, 400 West Market Street, 32nd Fl., Louisville, Kentucky, 40202, with your payment in the amount of $10 for your one share of Membership Common Stock plus $400 for each share of Store Common Stock you are purchasing.

If a member at any time becomes an Operator of additional Long John Silver's outlets, that member must purchase one additional share of Store Common Stock for each additional outlet at a purchase price of $400 per share.

THE BUSINESS

Who are we?

The LJS Co-op is a purchasing cooperative that operates a purchasing program for its members through one or more third party supply chain service providers in order to provide its members with the lowest possible store delivered costs for Goods and Equipment used in their outlets. Our members are Operators of Long John Silver's outlets, as well as LJS and the Association.

History

On March 1, 1999, Restaurant Supply Chain Solutions, LLC ("RSCS") was organized with the KFC National Purchasing Cooperative, Inc. (now the KFC National Purchasing Co-op, Inc.) (the "KFC Co-op"), the Pizza Hut National Purchasing Co-op, Inc. (the "Pizza Hut Co-op"), and the Taco Bell National Purchasing Co-op, Inc. (the "Taco Bell Co-op") as its initial members. RSCS was organized to provide the support and operational services for each of these three cooperatives through combined administrative and purchasing functions, and Yum! Brands, Inc. ("Yum!"), through its subsidiaries, was a member of each of these cooperatives.

Yum! acquired Yorkshire Global Restaurants, Inc. ("Yorkshire") on May 7, 2002 and through Yorkshire engaged in developing, franchising, licensing, and operating quick service restaurants and other food outlets under the A&W All American Food and Long John Silver's concepts, as well as the KFC, Pizza Hut and Taco Bell concepts. The LJS Co-op and the A&W National Purchasing Co-op, Inc. (the "A&W Co-op") were organized as wholly owned subsidiaries of RSCS in connection with RSCS's assumption on August 26, 2002, of the supply chain functions for the Long John Silver's and A&W concepts pursuant to the Yorkshire SCM Transfer Agreement. The LJS Co-op and the A&W Co-op ceased to be subsidiaries of RSCS and became members of RSCS on December 15, 2002.

In December 2011, Yum! sold (a) LJS to LJS Partners, LLC and (b) A&W Restaurants, Inc. to A Great American Brand, LLC. Thereafter, on January 1, 2012, the LJS Co-op and the A&W Co-op ceased to be members of RSCS, but RSCS continued to administer purchasing programs on behalf of the LJS Co-op and the A&W Co-op pursuant to Purchasing Program

Management Agreements with each of the LJS Co-op and the A&W Co-op. Effective July 31, 2015, the Purchasing Program Management Agreement between RSCS and the LJS Co-op terminated, and, as a result, RSCS ceased to administer a purchasing program for the LJS Co-op.

Effective August 1, 2015, the LJS Co-op entered into (a) a Supply Chain Program Management Agreement (as amended, the "Foodbuy Management Agreement") with SpenDifference, LLC ("SpenDifference") to administer a supply chain program for Goods and Equipment on the LJS Co-op's behalf, and (b) a Supply Chain Program Management Agreement (as amended, the "ACC Management Agreement") with Alliance Cost Containment, LLC ("ACC") to administer a supply chain program for resource services for the LJS Co-op and manage the Long John Silver's gift card program for LJSGC, Inc. ("LJSGC"), the LJS Co-op's wholly owned gift card subsidiary. Foodbuy, LLC acquired SpenDifference in 2018.

Operations

The core mission of the LJS Co-op is to: (i) assure that Operators receive the benefit of continuously available Goods and Equipment in adequate quantities at the lowest possible sustainable outlet delivered prices; and (ii) to coordinate with LJS in its ongoing development and innovation of various Goods and Equipment in support and promotion of the Long John Silver's concept.

Accordingly, the LJS Co-op makes volume purchases and arranges for the purchases of Goods and Equipment from manufacturers and suppliers for sale to Operators and distributors who supply Operators. We work to obtain low prices by making or arranging volume purchase commitments and by assuming other purchasing functions and risks on behalf of Operators, distributors and suppliers. We also reduce the cost to the Long John Silver's system by assuming many credit, sales, marketing and billing functions, which would otherwise be performed by multiple suppliers. Our volume purchase commitments allow suppliers to reduce their costs since they can more effectively plan their production, purchasing, and inventory levels.

We also actively provide our members with advisory services relating to the distribution of Goods and Equipment, including industry data on distribution costs and service levels, which enable our members to negotiate more effectively with distributors, and we sponsor a distributor monitoring program to enhance the system of independent distributors available to Long John Silver's operators.

In sum, the LJS Co-op provides the convenience of "one-stop" shopping for suppliers, distributors and Operators that otherwise might be required to deal with a number of third parties.

Through the ongoing membership subscription of Operators, we seek to maximize our number of members to enhance our ability to achieve economies of scale in our purchasing activities.

Who are Foodbuy and ACC?

Foodbuy, headquartered in Charlotte, North Carolina, is, among other things, in the business of administering, managing and operating supply chain programs for restaurant systems and their related brands, restaurant operators and restaurants. Such supply chain programs include,

among other things, negotiating contracts, purchasing programs and other agreements with manufacturers, suppliers and vendors based in part on the aggregate volume of purchases by Foodbuy clients, negotiating and monitoring freight and distribution arrangements, and administrating related insurance requirements, equipment purchasing programs and other service programs.

ACC, headquartered in Louisville, Kentucky, is in the business of administering, managing and operating certain supply chain programs for indirect products, credit/debit cards, and gift cards. Indirect products include common expense categories such as waste removal, janitorial services, as well as a number of other services and products.

What are the benefits of being a member?

Being a member of the LJS Co-op will entitle you to (a) participate in the purchasing programs we offer for members, (b) be eligible to receive patronage dividends, if distributed, and (c) participate in our management through the election of directors. Our Bylaws require us to always do more than 90% of the value of our business with LJS Co-op members. Thus, the more members we have, the greater our ability is to achieve economies of scale through our purchasing programs.

While there are many potential benefits of being a member of the LJS Co-op, it is not without risk. Although the management teams of the service providers the LJS Co-op has contracted with have significant purchasing experience, the LJS Co-op is still subject to many of the risks incident to any commercial enterprise. If the business of the LJS Co-op were to fail, a member could lose an amount of money equal to the amount paid by the member to purchase shares of Membership Common Stock and Store Common Stock.

What is required of members?

Purchase Requirements. LJS Co-op members are required to purchase virtually all of their Goods and Equipment for use in their retail outlets through the purchasing programs of the LJS Co-op. The LJS Co-op Bylaws state in relevant part:

> 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 Co-op (which programs may be administered by service providers). "Virtually all" with respect to Goods and Equipment means all Goods and Equipment except Goods and Equipment:
>
> (a) Where the Co-op 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 Co-op;
>
> (b) Where the stockholder member determines in good faith, after written notice to the Co-op (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 Co-op or its service providers are unable to meet the member's required volume of supply for the particular Goods or Equipment, or (ii) the Co-op or its service providers are 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 Co-op (or if prior notice is impractical, with notice given as soon as possible), that the Co-op's or its service providers 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 Co-op's or its service provider's volume, hedging or similar commitments, arrangements or policies; or

(d) Purchased after the termination of the stockholder member's membership in the Co-op.

Member Fees and Assessments. By virtue of their membership in the LJS Co-op, each stockholder member agrees that the LJS Co-op may, as authorized by the LJS Co-op Board of Directors, establish and collect stockholder member fees and assessments on either a per member or per store basis in order to support programs and services for the benefit of Long John Silver's retail outlets and Operators, such as programs implemented to provide funds for Long John Silver's marketing programs.

Sourcing Fees. By virtue of their membership in the LJS Co-op, each stockholder member (a) agrees that the LJS Co-op and its service providers may collect from the stockholder member a fee (a "Sourcing Fee") in consideration of and to fund the LJS Co-op and its purchasing programs and services, and (b) authorizes the LJS Co-op and its service providers to cause suppliers and distributors of Goods and Equipment to collect Sourcing Fees from the stockholder member for the account of the LJS Co-op.

Growth Fund Fees. Growth Fund fee collections of $20 a case on Pollock began on February 3, 2024. Growth Fund fees are held in trust for each individual member in order to fund key capital investments that may be required by LJS such as digital menu boards or order kiosks.

Coordinating Supplier and Distributor Approval. By signing the Membership Subscription and Commitment Agreement, members agree to coordinate all requests to LJS for supplier and distributor approval through the LJS Co-op and its service providers.

Abiding by the Bylaws. Members of the LJS Co-op also consent to abide by the terms and commitments of the LJS Co-op Bylaws, as amended from time to time, including those relating to the distribution of patronage dividends. The Bylaws require members of the LJS Co-op who are United States residents to report any patronage dividends received as gross income for federal income tax purposes. The LJS Co-op will file with the Internal Revenue Service a report, currently on Form 1099-PATR, of the amount of patronage dividends paid to each member.

Past Due Receivables. Should any member have a past due balance resulting from purchases through the LJS Co-op or LJSGC, any and all payments accruing to that member will be first applied to the cumulative unpaid balance then owing to the LJS Co-op or LJSGC, including any assessed service charges and interest, before any distributions are made to the member (subject to the requirement that an amount equal to 20% (or in certain instances 30%) of the total

annual patronage dividends distributable for the applicable year to any such member will be paid in cash if any such member so requests in writing).

Distribution

Each Operator may individually choose its own LJS-approved distributors. Furthermore, Operators may buy Goods and Equipment directly from directly from LJS-approved distributors, or directly from approved suppliers. All LJS-approved distributors may buy goods and Equipment from or through LJS Co-op service providers for sale or resale to Operators, subject to their agreement to enter into a distributor participation agreement or similar agreement. Pursuant to the distributor participation or similar agreement, a distributor agrees to, among other things, remain in compliance with certain credit standards and policies, provide information regarding its sales to operators, forego most sheltered income, and pay a service fee for its purchasing services.

Distributors purchasing from or through the LJS Co-op or its service providers usually consolidate orders received from individual Operators and place bulk orders with the LJS Co-op or its service providers and suppliers. The LJS Co-op or a service provider consolidates such orders from all distributors and Operators for a given item and issues shipping and sales instruction to suppliers. The supplier then ships the Goods or Equipment directly to the Operators or to local distributors who, in turn, deliver the merchandise to Operators.

Title Transactions. The LJS Co-op currently does not anticipate any transactions in which the LJS Co-op will take title to Goods or Equipment.

Non-Title Transactions. In transactions in which the LJS Co-op or its service providers do not take title, suppliers bill the distributors directly for the approved Goods or Equipment purchased pursuant to the LJS Co-op's or its service provider's orders.

Other Programs. The LJS Co-op operates a distributor monitoring program which monitors prices and provides reports to franchisees and franchisee committees to assist them in negotiating with and selecting among distribution alternatives in order to receive the best pricing and service. The LJS Co-op believes that the monitoring program and the formation of cross-concept regional distribution committees strengthen the system of distributor options for all franchisees.

The LJS Co-op and its service providers also maintain a database which provides members, upon request, with the following:

- internet based price and volume information for member stores;
- industry data to assist them in analyzing cash discounts, earned weight discounts and other elements of the distributors' costs;
- industry data on average distributor markups, order size discounts, cash discounts, distributor service levels and other distributor performance guidelines; and
- information on expected supply levels (especially possible shortages) and on expected changes in prices of goods and equipment through our program management teams.

The LJS Co-op also provides its members with assistance in resolving a wide variety of procurement problems including “out-of-stock” conditions, shipping problems and returned goods disputes.

The LJS – LJS Co-op Agreement

LJS and the LJS Co-op entered into the Long John Silver’s Purchasing Co-op Agreement dated August 1, 2015, (as amended, the "LJS Purchasing Co-op Agreement"). The term of the LJS Purchasing Co-op Agreement continued until December 31, 2022 and then automatically renews for additional one year terms thereafter, except that either party can terminate the agreement by giving at least twelve months notice of termination to the other party before the commencement of any one year renewal term. The LJS Purchasing Co-op Agreement sets forth LJS's commitment to the purchasing programs of the LJS Co-op, LJS's supplier and distributor processes, aspects of the relationships between LJS and suppliers and distributors, and coordination of the LJS Co-op's purchasing activities with the marketing, promotion, and other programs and projects of LJS. A summary of the operating points from the LJS Purchasing Co-op Agreement is attached hereto as Appendix C and is incorporated by reference in this Membership Information Packet.

LJS's Commitment. LJS has designated the LJS Co-op, on an exclusive basis, to conduct and/or contract with its service providers to conduct, purchasing programs for all LJS and franchisee operated restaurants in the United States. LJS is a member of the LJS Co-op in accordance with its policies and requirements. LJS is required to purchase through the LJS Co-op virtually all of the Goods and Equipment needed for any LJS operated outlets.

LJS has the exclusive right and obligation with respect to the purchase and distribution of Goods and Equipment used by Operators to (a) designate and terminate approved suppliers and approved distributors, with significant franchisee involvement, (b) designate approved Goods and Equipment, and (c) develop, designate, modify and update specifications for Goods and Equipment.

Sheltered Income. As used in the LJS Purchasing Co-op Agreement, “sheltered income” means so called earned income, rebates, kickbacks, volume discounts, tier pricing, purchase commitment discounts, sales and service allowances, marketing allowances, advertising allowances, promotional allowances, label allowances, back-door income, application fees, inspection fees, quality assurance fees, etc. Sheltered income includes, among other items:

- fees charged suppliers and distributors in the supplier and distributor approval process;
- fees charged suppliers and distributors for quality inspections and “hot line” inquiries and complaints;
- license or trademark fees or rebates charged or expected as a condition of supplier or distributor approval or use, typically paid as a percentage of system-wide volume;
- higher prices permitted suppliers to amortize research and development expenses undertaken by suppliers at the request of LJS or otherwise;
- higher prices permitted suppliers to amortize the cost of excess inventory;

- higher prices permitted suppliers to amortize the cost of graphics and other product changes;

- special or atypical payment terms;

- payments and allowances to distributors from suppliers based on distributor volume which are not reflected as a reduction in distributor cost or prices; and

- special favors, gifts and entertainment.

LJS will abide by the terms of the sheltered income provisions of the LJS Purchasing Co-op Agreement which provide that neither LJS nor the LJS Co-op will receive or benefit from any sheltered income in connection with Goods or Equipment purchased or used by any outlets. Additionally, neither LJS nor the LJS Co-op will authorize any approved supplier or approved distributor to receive or benefit from sheltered income, subject to a few exceptions. The LJS Purchasing Co-op Agreement does not, however, limit or prohibit the right of the LJS Co-op to benefit from any sheltered income, provided that the LJS Co-op shares such sheltered income among each applicable Operator (including LJS) based on the dollar volume of the purchases of such Operator that gave rise to the receipt or benefit of such sheltered income.

Principal Customers

The ultimate customers for Goods and Equipment sold through the LJS Co-op and its service providers are Operators. There can be no assurance that Operators will continue to make substantial purchases through the LJS Co-op even though the Bylaws of the LJS Co-op require that its stockholder members purchase "virtually all" goods and equipment through the LJS Co-op and its purchasing programs.

Sources of Supply

The LJS Co-op or its service providers purchase or arrange for the purchase of Goods and Equipment from LJS-approved suppliers for those items which Operators require, giving all approved suppliers an opportunity to compete for our business. The LJS Co-op does not approve suppliers itself, but is involved in the approval process. See "The LJS – LJS Co-op Agreement - LJS's Commitment." The LJS Co-op or its service providers may also from time to time suggest to potential suppliers that they seek approval for their products or facilities. The LJS Co-op's and its service providers' ability to obtain low prices for Goods and Equipment, subject to LJS's approval is, in part, dependent upon LJS approving enough suppliers for any particular product so that there is price competition among approved suppliers. Generally, many suppliers are available to sell any given item purchased or contracted for by the LJS Co-op or its service providers. For any item sold by or through the LJS Co-op or its service providers for which approval is not required, the LJS Co-op or its service providers typically purchase products from a wide variety of sources, ranging from local suppliers to large multinational corporations. Approved suppliers generally establish minimum order quantities. The LJS Co-op, through its service providers and in conjunction with LJS, frequently monitors product quality and services of approved suppliers.

Fish Supply

The LJS Co-op has responsibility for the Long John Silver's seafood procurement programs, including the purchase and storage of fish, shrimp and other seafood for use in Long John Silver's outlets.

Competition

The LJS Co-op faces competition from manufacturers who sell Goods and Equipment directly to distributors and Operators. Since the LJS Co-op does not provide warehousing and local transportation services, it generally does not compete with distributors for sales to Operators which require the distributor to provide such services.

WILL I RECEIVE DIVIDENDS AND PATRONAGE DIVIDENDS?

Introduction

Although the LJS Co-op does not engage in business to generate profits, it may nonetheless, in any fiscal year, generate revenues in excess of amounts needed to cover expenses, amortize indebtedness, and provide for reasonable reserves. Thus, even though the LJS Co-op endeavors to minimize purchasing fees and mark-ups on goods and equipment to the least amount required to cover its anticipated cost of operations, the LJS Co-op may have funds available for distribution to members as patronage dividends.

Dividends may not be declared or paid with respect to Membership Common Stock. The holders of Store Common Stock are not entitled to receive dividends, other than patronage dividends.

Patronage Dividend Program

When, in the judgment of the LJS Co-op Board of Directors, we should distribute patronage dividends to our members, it will be done in accordance with Article IX of the Bylaws. (The Bylaws are attached to this Membership Information Packet as Appendix A.) The following is a brief description of some of the features of the patronage dividend program:

- Only stockholder members of the LJS Co-op are eligible to receive patronage dividends.

- Patronage dividends are distributed to members on the basis of the value of business done by the LJS Co-op (either directly or through its service providers) with each member, respectively.

- For the year 2026, the LJS Co-op Board has approved the establishment of three patronage pools: (1) the Food and Packaging Sourcing Pool; (2) the Resource Services Pool; (3) the “Freight Management Protocol Pool”; and (4) one or more Special Equipment Program Pools. Subject to the conditions and circumstances more specifically described in the LJS Co-op’s Bylaws, patronage dividends for the year 2026 will be in an amount equal to: (1) 100 percent of pre-tax income for the Food and Packaging Sourcing Pool, the Resource Services Pool, and the Freight Management Protocol Pool; and (2) for any Special Equipment Program Pool, a percent of pre-tax income to be specified in the resolution establishing such Special Equipment Program Pool.

- Members who are United States residents must consent to report any patronage dividends received as gross income for federal income tax purposes. The LJS Co-op will file a report with the IRS currently on Form 1099-PATR, of the amount of patronage dividends paid to each member.

- Solely for the purpose of determining the amount of patronage dividends distributable to a particular member, our Board of Directors may, by resolution, segregate the LJS Co-op's business with members into distinct pools, such as by way of example, an equipment business pool, a food and packaging business pool, or an international business pool. The net earnings of the LJS Co-op from business with members related to any such pool shall be attributable to a member patron of the pool in proportion to the quantity or value of business done by the member with the pool. The resolution establishing such distinct business pools shall also specify the basis for determining the amount distributable by the LJS Co-op as patronage dividends to each member.

- Revenues generated from our purchasing program will be the primary source of funds for any patronage dividends distributed.

- The LJS Co-op is authorized to make patronage dividend distributions, in part, in a form other than cash. Subject only to the payment of at least 20% of each member's patronage dividend payment, if any, in cash, we may pay each stockholder member all or any portion of any annual patronage dividend in written notices of allocation or promissory notes. These written notices of allocation or promissory notes may be subordinated to any liabilities or obligations of a member to the LJS Co-op. Additionally, the portion of any patronage dividends which would otherwise be payable in cash to a member may be applied to the payment of any indebtedness, the repayment of which is in default, owed to us or LJSGC by any such member to the extent of such indebtedness; provided, however, that an amount equal to 20% (or, in some cases, 30%) of the total annual patronage dividends distributable for the applicable year to any such member must nevertheless be paid in cash if any such member so requests in writing.

MANAGEMENT OF THE LJS CO-OP

The LJS Co-op's Bylaws provide for a Board of Directors consisting of eight voting members. Series B Membership Common Stock (representing the Association) is entitled to elect, as a series, one member of the Board of Directors, and Series A (representing LJS) is entitled to elect, as a series, two members of the Board of Directors. Series C Membership Common Stock is entitled to elect, as a series, five at large members of the Board of Directors (the "At-Large Directors"). All directors of the LJS Co-op must be stockholder members or an officer, shareholder, employee or partner of an entity which is a stockholder member of the LJS Co-op. In addition, the Board of Directors may, from time to time, provide for one or more non-voting members of the Board of Directors to serve at the pleasure and upon such terms and conditions as the Board of Directors may provide. The Board does not have any non-voting directors at this time.

The Board of Directors appoints a Nominating Committee (a) whose members must be stockholder members of the LJS Co-op, (b) a majority of whose members must also be members of the board of directors of the Association, and (c) whose members may, but are not required to be, members of the LJS Co-op Board of Directors. The purpose of the Nominating Committee is

to consider and make nominations of eligible persons for election as At-Large Directors. Stockholder members may also nominate candidates for the Board of Directors.

The affirmative vote of five of the voting members of the Board of Directors is, except as otherwise specifically provided for in the Bylaws, the act of the Board of Directors on any matter properly submitted to the Board of Directors. The Chairman of the Board of Directors is elected for a one-year term at each annual meeting by the affirmative vote of a majority of all voting members of the Board of Directors. All members of the Board of Directors serve without compensation, but are reimbursed for reasonable expenses incurred by virtue of their duties as directors.

The following table lists, in addition to other information, the current directors of the LJS Co-op, their position with the LJS Co-op, and their present principal occupations.

Name And Address	**Positions and Offices Currently held with the LJS Co-op**	**Term as Director Expires**	**Series Represented**	**Present Principal Occupation**
Craig Daniel Long John Silver's, LLC 10350 Ormsby Park Place Suite 300 Louisville, Kentucky 40223	Director	2027	A	Chief Financial Officer, Long John Silver's, LLC
Nate Fowler Long John Silver's, LLC 10350 Ormsby Park Place Suite 300 Louisville, Kentucky 40223	Director	2027	A	President, Long John Silver's, LLC
Frank Kapfhammer 320 Whittington Parkway Suite 20 Louisville, Kentucky 40222	Director, Treasurer	2027	B	Operator
Jay Shoffner Corbin Restaurants, Inc. P.O. Box 218 1217 Cumberland Avenue Middlesboro, Kentucky 40965	Director, Chairman of the Board	2028	C	Operator
Jeff Titlow Affinity Group 1560 East Kemper Road Cincinnati, Ohio 45246	Director, Vice-Chairman	2028	C	Operator

Except for the two Series A LJS representatives, each voting member of the LJS Co-op Board of Directors must be an Operator and own one share of Membership Common Stock and that number of shares of Store Common Stock which equals the number of Long John Silver's retail outlets operated by the director.

Transactions with Stockholders, Directors and Officers

All present voting members of the Board of Directors and nominees for the Board are Operators or represent Operators and have purchased or may purchase Goods and Equipment from the LJS Co-op or its service providers or from distributors who purchase from the LJS Co-op or its service providers. All purchases by directors and nominees or their affiliates from the LJS Co-op or its service providers are made on the same terms and conditions as purchases by any other Operator. Operators may also be in the business of purchasing Goods and Equipment for sale and distribution to other Operators and may purchase such equipment and supplies from the LJS Co-op or its service providers.

Lack of Market for LJS Co-op Stock

No class of the LJS Co-op's capital stock is or will be listed on an exchange or traded in any other public trading market. All LJS Co-op stock is and will be issued only to Operators, as well as LJS and the Association. You should purchase LJS Co-op stock to participate in the LJS Co-op's programs it offers for its members, including the patronage dividend program and the Long John Silver's purchasing programs, and to participate in the LJS Co-op's management through the election of directors. You should not purchase LJS Co-op stock with any expectation of a return on your investment through stock appreciation or per share dividends. Membership Common Stock was initially and still is priced at $10 per share, and Store Common Stock was initially and still is priced at $400 per share. Transfers of LJS Co-op stock to third parties are prohibited. Consequently, no market exists, nor is expected to develop for this stock.

Description of LJS Co-op Stock

Introduction

Membership in the LJS Co-op is limited to LJS, all franchisees of Long John Silver's, and the Association. Each Operator desiring membership in the LJS Co-op is required to purchase one share of Membership Common Stock and a number of shares of Store Common Stock which equals the total number of Long John Silver's outlets located in the United States (including Puerto Rico) owned and operated by such person, firm or entity. If a LJS Co-op member at any time becomes an Operator of additional Long John Silver's outlets, he or she is required to purchase one additional share of Store Common Stock for each such additional retail outlet. LJS Co-op stock is available to all Operators on a nondiscriminatory basis, and the purchase of LJS Co-op stock is completely voluntary. LJS Co-op members are required to purchase virtually all of their Goods and Equipment for use in their retail outlets through the purchasing programs of the LJS Co-op. While Operators do not need to own stock in the LJS Co-op to purchase Goods and Equipment through it, the Bylaws of the LJS Co-op require that more than 90% of the value of the LJS Co-op's business be conducted with LJS Co-op members.

LJS Co-op Membership Common Stock

The LJS Co-op is authorized to issue 2,000 shares of Membership Common Stock, no par value. As of March 30, 2026, 43 shares of Membership Common Stock were outstanding and held by members. The following description of Membership Common Stock is qualified in all respects by the LJS Co-op Certificate of Incorporation and Bylaws.

Issuance in Series. Currently, Membership Common Stock may be offered and issued in three series, designated A - C. Series A and B currently consist of one share each. The LJS Co-

op Board has the right, power and authority to establish and increase or decrease the number of authorized shares of each series, except that in no event will the aggregate number of authorized shares (excluding Series A) exceed 1,999.

LJS has purchased one share of Series A Membership Common Stock, and the Association has purchased one share of Series B Membership Common Stock. The LJS Co-op Bylaws currently prohibit the purchase of any Membership Common Stock for Series D - Z.

Voting Rights. Each LJS Co-op member who holds a share in Series C is entitled to cast one vote to elect five members of the LJS Co-op Board of Directors. As the sole Series A stockholder, LJS is entitled to cast one vote to elect two members of the LJS Co-op Board of Directors to represent its series. As the sole Series B stockholder, the Association is entitled to cast one vote to elect one member of the LJS Co-op Board of Directors to represent its series. As to all other matters on which each LJS Co-op member is entitled to vote, each share of Membership Common Stock is entitled to one vote on each matter.

Dividend Rights. Dividends may not be declared or paid with respect to Membership Common Stock.

Limitations on Ownership and Transfer; Redemption. Membership Common Stock may be issued only to persons who satisfy the membership requirements, as set forth above, and no more than one share of Membership Common Stock will be issued to any one Long John Silver's Operator, except for the limited circumstances described below. The LJS Co-op Bylaws reflect the LJS Co-op's one franchisee, one vote principle. When a corporation, partnership or other entity is a franchisee Operator, the owner of more than fifty percent of the corporation, partnership or other entity is deemed to be the owner of the shares of Membership Common Stock. Where no person, corporation, partnership or other entity owns more than fifty percent of the outstanding ownership interest of a franchisee Operator, the owners of the corporation, partnership or other entity must designate among themselves who is to be deemed to own the share of Membership Common Stock.

The LJS Co-op Bylaws set forth who is entitled to vote certain shares of Membership Common Stock in situations involving individuals who, through different corporations, partnerships or other affiliations, may have an interest in more than one share of Membership Common Stock. The LJS Co-op Bylaws provide that no person, firm or entity is entitled to own or have an interest in, directly or indirectly, more than one share of Membership Common Stock, except for (a) any interest which any franchisee may have in the share of the Series B Membership Common Stock held by the Association or (b) any interest which any franchisee may have in a share of Membership Common Stock (i) held by a person, firm or entity in which the franchisee owns fifty percent or less in the aggregate of the outstanding ownership interest and (ii) with respect to which the franchisee refrains from voting or participating in the voting of the share of Membership Common Stock.

Unless otherwise prohibited by law, (a) the LJS Co-op will promptly redeem shares of Membership Common Stock held by persons, firms or entities who no longer qualify as LJS Co-op members, and (b) the LJS Co-op shall, no later than the December 31st next following a stockholder member's redemption request, redeem shares of Membership Common Stock held by persons, firms or entities who no longer desire to be a stockholder member of the LJS Co-op. The redemption price for each share of Membership Common Stock is $10.00 which will be payable in cash, except that, if the LJS Co-op is prohibited by law from redeeming such share in cash because the payment would impair the capital of the LJS Co-op, the LJS Co-op will issue a

non-interest bearing promissory note payable whenever the LJS Co-op is no longer prohibited by law from making such payment. The Membership Common Stock may not be sold, transferred, pledged, mortgaged, gifted, or hypothecated to any third party, either voluntarily or by operation of law, and such restrictions are noted on all Membership Common Stock certificates.

Liquidation Rights. In the event of any dissolution or liquidation of the LJS Co-op, or other disposition of its assets, the holders of Membership Common Stock will be entitled to receive $10.00 per share. The remaining assets of the LJS Co-op will be distributed to the holders of Store Common Stock, as described below.

General. Membership Common Stock has no preemptive rights. The shares of Membership Common Stock issued in accordance with the terms and conditions of this Membership Information Packet are, when issued, duly authorized, validly issued, fully paid and nonassessable, and the holders thereof are not liable for any payment of the LJS Co-op's debts.

LJS Co-op Store Common Stock

The LJS Co-op is authorized to issue 10,000 shares of Store Common Stock, no par value. As of March 30, 2026, 637 shares of Store Common Stock were outstanding and held by members. The following description of Store Common Stock provisions is qualified in all respects by the LJS Co-op Certificate of Incorporation and Bylaws.

Voting Rights. The holders of Store Common Stock are not entitled by virtue of their ownership of Store Common Stock to vote for directors, to participate in meetings or management of the LJS Co-op or to vote in any proceedings, except as required by law.

Dividend Rights. The holders of Store Common Stock are not entitled to receive dividends, other than patronage dividends.

Limitations on Ownership and Transfer; Redemption. Store Common Stock will only be issued to persons who satisfy the membership requirements discussed above, and each LJS Co-op member is required to purchase that number of shares of Store Common Stock equal to the total number of Long John Silver's retail outlets owned and operated by each LJS Co-op member. Only holders of record of Membership Common Stock are permitted to purchase shares of Store Common Stock. Store Common Stock may not be sold, transferred, pledged, mortgaged, gifted, or hypothecated to any third party, either voluntarily or by operation of law, and such restrictions are noted on all Store Common Stock certificates. If a LJS Co-op member desires to dispose of his or her Store Common Stock, the LJS Co-op member must transfer his or her Store Common Stock to the LJS Co-op at the same price the stockholder paid to acquire the Store Common Stock.

Distribution and Liquidation Rights. In the event of any distributions by the LJS Co-op to its members, liquidation of the LJS Co-op, or other disposition of its assets, after the payment of all debts and liabilities of the LJS Co-op and the payment of $10.00 per share to holders of Membership Common Stock, the remaining assets of the corporation will be distributed to such members on a cooperative basis, that is, the LJS Co-op will return to the holders of Store Common Stock the face amount of outstanding patronage equities and distribute the remaining assets to such members on the basis of their past patronage insofar as such distribution is practicable.

General. Store Common Stock has no preemptive or conversion rights. The shares of the Store Common Stock issued in accordance with the terms and conditions of this Membership

Information Packet are, when issued, duly authorized, validly issued, fully paid and nonassessable, and the holders thereof are not liable for any payment of the LJS Co-op's debts.

MISCELLANEOUS

Indemnification and Limits on Monetary Liability

Article XI of the LJS Co-op's Certificate of Incorporation provides that a director will not be personally liable to the LJS Co-op or its stockholder members for monetary damages for breach of fiduciary duty as a director, except for liability (a) for any breach of the director's duty of loyalty to the LJS Co-op or its members, (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (c) for the payment of dividends or approval of stock repurchases or redemptions that are prohibited by Delaware law, or (d) for any transaction from which the director derived an improper personal benefit. Only directors, not officers, may benefit from the provisions of Article XI. The limitations of liability extend only to the elimination of a recovery of a monetary remedy. Members may still seek equitable relief, such as an injunction, against any action by a director that is inappropriate. This provision does not affect the directors' responsibilities under any other laws, such as federal securities laws or state or federal environmental laws.

Article VII of the LJS Co-op's Bylaws provides for the indemnification of officers or directors party to or threatened to be made a party to any threatened, pending or completed action, suit or proceeding whether civil, criminal, administrative or investigative. Such indemnification is against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred, if the officer or director acted in good faith and reasonably believed his or her actions were not opposed to the best interests of the LJS Co-op. Officers and directors are not indemnified for criminal actions where they have reason to believe their conduct is unlawful, or in connection with any matter where the officer or director is adjudged to have been liable for negligence or misconduct in the performance of his or her duty, unless a court deems such officer or director to be fairly and reasonably entitled to indemnity.

Where You Can Find More Information

You can obtain any documents discussed in this Membership Information Packet by requesting them in writing or by telephone from Long John Silver's National Purchasing Co-op, Inc., in care of FBT Gibbons LLP, Attention: Samuel G. Graber, 400 West Market Street, 32nd Fl., Louisville, Kentucky, 40202.

If you request any documents from us, we will mail them to you by first class mail, or another equally prompt means, within one business day after we receive your request. The LJS Co-op intends to provide its members with annual reports containing audited financial statements.

Legal Matters

FBT Gibbons LLP, 400 West Market Street, 32nd Floor, Louisville, Kentucky, 40202-3363 has passed upon the legality of the stock we are offering pursuant to this Membership Information Packet.

"A&W," "Long John Silver's," "Pizza Hut," "KFC," and "Taco Bell" are registered trademarks of A&W Restaurants, Inc., Long John Silver's, LLC, Pizza Hut, Inc., KFC Corporation, and Taco Bell Corp. respectively and are used in these materials for identification purposes only.

The LJS Co-op is not affiliated with Yum!, A&W Restaurants, Inc., Pizza Hut, Inc., KFC Corporation, or Taco Bell Corp., and is not affiliated with Long John Silver's, LLC except as described herein.

FINANCIAL STATEMENTS

The 2025 Annual Report of the LJS Co-op is attached hereto as Appendix D and is incorporated by reference in this Membership Information Packet. The financial statements of the LJS Co-op as of December 31, 2025 included in this Membership Information packet have been audited by Crowe LLP, independent accountants, as stated in the report.

MEMBER PRIVACY GUIDELINES

The LJS Co-op's Member Privacy Guidelines are incorporated by reference in this Membership Information Packet and are attached hereto as Appendix B. The purpose of the Member Privacy Guidelines is to let members know what specific information the LJS Co-op collects or possesses on behalf of each member, how the LJS Co-op may use this information, and with whom the LJS Co-op may share this information.

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APPENDIX A

AMENDED AND RESTATED BYLAWS

OF

LONG JOHN SILVER'S NATIONAL PURCHASING CO-OP, INC.

ARTICLE I

Offices and Business Purpose

1.1 Registered Office. The registered office of Long John Silver's National Purchasing Co-op, Inc. (the "Co-op") shall be in the City of Wilmington, County of New Castle, State of Delaware, until altered as provided by law.

1.2 Principal Office. The principal office of the Co-op shall be in Louisville, Kentucky until altered by the Board of Directors.

1.3 Other Offices. The Co-op may maintain other offices within or without the state where its registered and principal offices are located, as the Board of Directors may from time to time establish.

1.4 Business. The Co-op shall conduct a purchasing program for its members (i) directly, (ii) through one or more third party service providers such as SpenDifference, LLC and Alliance Cost Containment, LLC (“Service Providers”), and/or (iii) as otherwise necessary or advisable in order to provide its stockholder members with the lowest possible store delivered costs for food, packaging and supplies, and related services ("Goods") and equipment and related services ("Equipment").

ARTICLE II

Stockholder Members

2.1 Stockholder Eligibility.

(a) The following persons, firms or entities shall be eligible to be stockholders in the Co-op: (i) each sole proprietor, partnership, corporation or other entity who is or becomes a direct or indirect Long John Silver's ("LJS") franchisee or licensee of Long John Silver's, LLC, or its successors, assigns, affiliates, or related companies, (ii) Long John Silver's, LLC, and its respective successors, as an operator of LJS outlets and the franchisor of the LJS brand, and (iii) the Association of LJS Franchisees, Inc.

(b) Only persons, firms or entities which own of record a share of the Co-op's Membership Common Stock shall be eligible to purchase shares of the Co-op's Store Common Stock.

2.2 Stockholder Membership Requirements. Each person, firm or entity which is eligible to be a stockholder member in the Co-op shall be a stockholder member in the Co-op

when and if that person, firm or entity (a) purchases one share of the Co-op's Membership Common Stock, (b) purchases that number of shares of the Co-op's Store Common Stock which equals the total number of LJS retail outlets located in all states of the United States, the District of Columbia, and Puerto Rico (collectively, the "United States") owned and operated by such person, firm or entity, and (c) agrees to abide by the terms and commitments set forth in these Bylaws as amended from time to time. If a person, firm, or entity which is eligible to be a stockholder member in the Co-op does not purchase that number of shares of the Co-op's Store Common Stock which equals the total number of LJS retail outlets located in the United States owned and operated by such person, firm, or entity, then such person, firm, or entity shall not be entitled to vote on any matters submitted to stockholder members nor receive patronage dividends from the Co-op as provided in Article IX. If a stockholder member at any time becomes an owner and operator of additional LJS retail outlets within the United States, the stockholder member shall purchase one additional share of Store Common Stock for each such additional retail outlet.

2.3 Multiple Franchises. No person, firm or entity shall be entitled to own, directly or indirectly, beneficially or of record, an interest in more than one share of the Co-op's Membership Common Stock (the "Base Share") regardless of the number of LJS retail outlets owned and operated by such person, firm or entity, excluding (a) any interest which any franchisee may have in the share of the Co-op's Series B Membership Common Stock held by the Association of LJS Franchisees, Inc., (b) any interest which any franchisee may have in the share of the Co-op's Series A Membership Common Stock held by Long John Silver's, LLC, and (c) any interest which any franchisee may have in a share of the Co-op's Membership Common Stock (i) held by a person, firm or entity in which the franchisee owns 50% or less in the aggregate of the outstanding ownership interests, and (ii) with respect to which the franchisee refrains from voting or participating in the voting of the share of Membership Common Stock. Where more than one person, firm or entity are designated as franchisees of one or more retail outlets, such persons, firms or entities shall be considered as a single person, firm or entity for stockholder purposes. The person, firm or entity who owns more than 50% in the aggregate of the outstanding ownership interest of the person, firm or entities owning and operating a LJS retail outlet shall be, unless such person designates otherwise, the person, firm or entity entitled to own the share of Membership Common Stock representing such franchise operation. Where no person, firm or entity owns more than 50% in the aggregate of the outstanding ownership interests of the person, firm or entity owning and operating a LJS retail outlet and none of such persons, firms or entities own, directly or indirectly, an interest in a share of Membership Common Stock of the Co-op, such persons, firms or entities shall be entitled to designate the person, firm or entity from among themselves who shall be entitled to own the share of Membership Common Stock.

2.4 Divisions of Membership Common Stock into Series.

(a) Each stockholder member other than Long John Silver's, LLC and the Association of LJS Franchisees, Inc. shall be entitled to purchase one share of the Series C Membership Common Stock.

(b) Long John Silver's, LLC shall be entitled to purchase the one share of the Series A Membership Common Stock.

(c) The Association of LJS Franchisees, Inc. shall be entitled to purchase the one share of the Series B Membership Common Stock.

(d) No person, firm or entity shall be entitled to purchase any of the Series D through Series Z shares of Membership Common Stock.

2.5 Mandatory Redemptions; Restrictions on Transfers; Prohibition of Dividends.

(a) Unless otherwise prohibited by law, (i) the Co-op shall promptly redeem shares of Membership Common Stock held by persons, firms or entities who no longer qualify as members, and (ii) the Co-op shall, as of the December 31 next following a stockholder member's redemption request, redeem shares of Membership Common Stock held by persons, firms or entities who no longer desire to be a stockholder member of the Co-op. The redemption price for each share of Membership Stock shall be Ten Dollars ($10.00), which shall be payable in cash, except that, if the Co-op shall be prohibited by law from redeeming such share in cash because such payment would impair the capital of the Co-op or otherwise, the Co-op shall in lieu thereof issue to the holder of such share a non-interest bearing promissory note payable whenever the Co-op shall no longer be prohibited by law from making such payment. The Membership Common Stock may not be sold, transferred, pledged, mortgaged, gifted, or hypothecated to any third party, either voluntarily or by operation of law, and such restrictions shall be noted on all Membership Common Stock certificates.

(b) The Store Common Stock may not be sold, transferred, pledged, mortgaged, gifted, or hypothecated to any third party, either voluntarily or by operation of law, and such restrictions will be noted on all Store Common Stock certificates. The Co-op may from time to time purchase shares of its Store Common Stock if the stockholder does not or no longer owns or operates LJS retail outlets with respect to the share to be purchased by the Co-op. If the Co-op purchases shares of its Store Common Stock as provided in this Section 2.5(b), the purchase price paid by the Co-op for a share of Store Common Stock shall be the same as the price the stockholder member paid to acquire the share of Store Common Stock.

(c) No dividends, other than "patronage dividends" as provided in Article IX of the Bylaws, shall be declared, accrued, or paid on any class of stock of the Co-op.

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 Co-op (which programs may be administered by Service Providers). "Virtually all" with respect to Goods and Equipment means all Goods and Equipment except Goods and Equipment:

(a) Where the Co-op 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 Co-op;

(b) Where the stockholder member determines in good faith, after written notice to the Co-op (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 Co-op or its Service Providers are unable to meet the member's required volume of supply for the particular Goods or Equipment, or (ii) the Co-op or its Service Providers are 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 Co-op (or if prior notice is impractical, with notice given as soon as possible), that the Co-op's or its Service Providers 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 Co-op's or its Service Provider's volume, hedging or similar commitments, arrangements or policies; or

(d) Purchased after the termination of the stockholder member's membership in the Co-op.

2.7 Sourcing Fees. By virtue of membership in the Co-op, each stockholder member (a) agrees that the Co-op and its Service Providers may from time to time collect from the stockholder member a fee (a "Sourcing Fee") in consideration of and to fund the Co-op and its purchasing programs and services, and (b) authorizes the Co-op and its Service Providers from time to time to cause suppliers and distributors of Goods and Equipment to collect Sourcing Fees, as authorized by the Co-op's Board of Directors, from the stockholder member for the account of the Co-op.

2.8 Liquidation Rights. In the event of any dissolution or liquidation of the Co-op or other disposition of its assets, after payment of all debts and liabilities of the Co-op and payment of Ten Dollars ($10.00) per share to holders of Membership Common Stock, the remaining assets of the Co-op shall be distributed to the holders of Store Common Stock on a cooperative basis, that is, the Co-op shall return to such stockholder members the face amount of outstanding patronage equities and distribute the remaining assets to such stockholder members on the basis of their past Patronage insofar as such distribution is practicable.

2.9 Member Fees and Assessments. The Board of Directors may from time to time establish stockholder member fees and assessments on any of a per member, per store, or patronage basis, to be collected from stockholder members, stockholder members' distributors or product or service suppliers, in order to support programs and services for the benefit of Long John Silver's retail outlets and operators, including without limitation a program to establish a Long John Silver's system development fund to be administered by the Co-op in support of significant product, menu, operations and other initiatives intended to enhance and grow the Long John Silver's brand.

ARTICLE III

Meetings of Stockholder Members of the Co-op

3.1 Annual Meeting of Stockholder Members. An annual meeting of stockholder members of the Co-op shall be held each year at a time and place selected by the Board of Directors.

3.2 Notice of Annual Meeting. Written notice of the time and place of the annual meeting shall be given to stockholder members entitled to vote as shown by the records of the Co-op not less than twenty nor more than sixty days prior to the meeting which notice shall state the place, date and hour of the meeting.

3.3 Delayed Annual Meeting. If, for any reason, the annual meeting of the stockholder members shall not be held on the day designated, such meeting may be called and held as a

special meeting, and the same proceedings may be had at such meeting as at an annual meeting and the notice of such meeting shall be the same as required for the annual meeting.

3.4 Special Meetings of Stockholder Members. Special meetings of the stockholder members may be called at any time by the Chairman of the Board of Directors, the President or by three of the voting members of the Board of Directors, upon not less than twenty nor more than sixty days written notice to all stockholder members which shall state the place, date, hour and purpose or purposes of the meeting.

3.5 Waiver of Notice by Attendance. Attendance at a meeting, whether annual or special, shall be a waiver of notice, unless attendance is expressly for the purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

3.6 Quorum. Presence in person or by proxy of stockholder members representing a majority of the stockholder members entitled to vote at such meeting shall constitute a quorum at such meeting. A quorum shall not be lost by the departure of stockholder members before adjournment.

3.7 Who Entitled to Vote; Proxies. Each stockholder member owning a share of the Co-op's Membership Common Stock shall be entitled to one vote in person or by proxy upon each matter on which such stockholder member is entitled to vote. Proxies shall be valid only if signed by the stockholder member, dated and filed with the Secretary of the Co-op prior to or at the meeting in which it is given. No proxy shall be irrevocable and any proxy may be revoked at any time in writing or in person at the meeting for which it was given. No Proxy shall be voted or acted upon after one year from its date.

3.8 Voting. Except as otherwise provided in these Bylaws or required by law, the affirmative vote of a majority of the stockholder members present in person or by proxy at a meeting at which a quorum is in attendance shall be necessary to decide in favor of any matter properly submitted to the meeting.

3.9 Disputes. Any dispute as to the voting rights of stockholder members shall be submitted to the Secretary of the Co-op to be decided upon by the Chairman of the Board of Directors, or, in his absence, the Vice-Chairman with the stockholder member whose voting rights are in issue having the right to appeal this decision to the Board of Directors, the decision of the Board of Directors being the final decision.

3.10 Organization of Meetings. The Chairman of the Board of Directors, or the Vice-Chairman, if the Chairman is not present, and the Secretary of the Co-op shall act as chairman and secretary, respectively, at all meetings of stockholder members of the Co-op.

3.11 Delivery Method for Notices. All notices given by the Co-op to stockholder members shall be mailed or given by electronic transmission, as determined by the Co-op; provided that stockholder members who have not consented to be given notices from the Co-op by electronic transmission shall be sent all such notices by mail. For purposes of these Bylaws, “electronic transmission” shall have the meaning assigned to such term under Section 232 of the Delaware General Corporation Law.

ARTICLE IV

Board of Directors

4.1 General.

(a) The property and affairs of the Co-op shall be managed by a governing body to be known as the Board of Directors. The Board of Directors shall be composed of eight voting directors who shall be nominated and elected and shall serve for terms as herein provided.

(b) The Secretary of the Co-op shall notify stockholder members in writing no later than seventy-five days prior to the annual meeting of stockholder members of the date of such meeting. Such notice shall advise them that nominations for members of the Board of Directors whose terms will expire at such meeting must be submitted to the Secretary in writing not later than sixty days prior to the meeting date. Such notice shall specify the names of any nominees nominated by the Nominating Committee appointed by the Board of Directors as provided in Section 4.1(j) below. Such notice shall also specify the names of directors whose terms are expiring and the names of directors who have resigned, died, or otherwise been removed from office since the last annual meeting of stockholder members, and shall identify the Series of Membership Common Stock entitled to elect successors to such directors. Each nomination submitted to the Secretary shall be accompanied by a statement signed by the nominee that he will serve in such capacity if elected. The Nominating Committee may nominate not more than five persons to serve as a director elected by the Series C shares of Membership Common Stock. Each stockholder member (other than Long John Silver's, LLC) may nominate not more than one person to serve as the director who may be elected by the Series of Membership Common Stock held by such stockholder member. Long John Silver's, LLC may nominate one person for each director position that is elected by the Series A Membership Common Stock.

(c) Series A shall be entitled to elect, as a series, two members of the Board of Directors, and Series B shall be entitled to elect, as a series, one member of the Board of Directors. Series C shall be entitled to elect, as a series, five at large members of the Board of Directors (the "At-Large Directors").

(d) All voting directors of the Co-op must be stockholder members of the Co-op or an officer, shareholder, employee or partner of an entity which is a stockholder member of the Co-op. Each voting director must be a member or an officer, director, shareholder, employee or partner of the organization which is entitled to vote for such director. Except for the directors elected by Series A Membership Common Stock, no voting director may be affiliated in any way with (i) Long John Silver's, LLC other than as a franchisee of Long John Silver's LLC. or as an investor in LJS Partners LLC, (ii) a restaurant brand or concept which competes directly or significantly with the LJS brand, or (iii) any business which competes with the Co-op.

(e) All voting directors of the Co-op shall be divided into three classes, designated Class I, Class II, and Class III. Such classes shall include two or three voting directors, with the term of office of one class expiring each year. The holder of the Co-op's Class B Common Stock, if any, or the Board of Directors shall by majority vote designate the classes of all directors, within Class I, II, and III respectively, but by such designations may not shorten the term of any director.

(f) No person shall hold more than one seat on the Board of Directors at any one time. Except for the holder of Series A Membership Common Stock which is entitled, as a series, to elect two members of the Board of Directors, not more than one person affiliated with any stockholder member may hold a voting seat on the Board of Directors.

(g) The initial Class I directors shall hold office for a term commencing with the adoption of these Bylaws and expiring at the annual meeting next ensuing and until their successors are elected and take office. The initial Class II directors shall hold office for a term commencing with the adoption of these Bylaws and expiring at the second annual meeting thereafter and until their successors are elected and take office. The initial Class III directors shall hold office for a term commencing with the adoption of these Bylaws and expiring at the third annual meeting thereafter and until their successors are elected and take office. The successors to the initial Class I, Class II, and Class III directors shall each be elected for terms commencing as of the date of their election and continuing until the third annual meeting of stockholder members thereafter and until their respective successors are duly elected and qualified.

(h) Whenever any member of the Board of Directors ceases to fulfill the eligibility requirements of this Section 4.1, his membership on the Board of Directors shall automatically terminate and the vacancy so created shall be filled in the manner prescribed in Section 4.2.

(i) Notwithstanding any limitation on the number of persons who may serve as members of the Board of Directors provided for in Section 4.1(a) hereof, the Board of Directors may, from time to time, by resolution provide for one or more non-voting members of the Board of Directors to serve at the pleasure and upon such terms and conditions as the Board of Directors may by resolution provide.

(j) The Board of Directors shall appoint a Nominating Committee (i) whose members must be stockholder members, (ii) a majority of whose members must also be members of the board of directors of the Association of LJS Franchisees, Inc., and (iii) whose members may, but are not required to, be members of the Co-op's Board of Directors. The purpose of the Nominating Committee shall be to consider and make nominations of eligible persons for election as At-Large Directors.

(k) The Board of Directors shall resolve all questions or issues arising with regard to the meaning or applicability of provisions contained in these Bylaws or in the Certificate of Incorporation by the interpretation of such provisions, and the Board's interpretation shall be dispositive of such questions and issues.

4.2 Vacancies. Except as herein provided, all vacancies on the Board of Directors shall be filled by the Board of Directors. In filling any vacancy, the Board of Directors shall seek the advice and counsel of the holder or holders of the Series of stock who are entitled, as a Series, to elect the director whose position became vacant. All vacancies shall be filled as soon as practicable; however, the Board need not fill a vacancy if the holder or holders of the Series of Membership Common Stock who are entitled, as a Series, to elect the director whose position became vacant decline (a) to provide the Board with advice and counsel concerning the filling of the vacancy, or (b) to nominate a person to fill a vacancy, however created, at any annual or special meeting of the stockholders at which an election of directors occurs. For purposes of this Article IV, the number of voting members of the Board shall not include from time to time the number of vacancies on the Board. The Board of Directors shall not fill a vacancy with respect to the Series A share of Membership Common Stock without the specific direction and consent of Long John Silver's, LLC.

Directors elected as hereinabove provided in this Section 4.2 shall serve until the next annual meeting of stockholder members, at which time the holders of the Series of Membership Common Stock who elected the director whose position became vacant shall be entitled to elect a successor who shall serve for the remainder, if any, of the term of the director who shall have resigned, died or otherwise been removed from office.

The person elected to fill a vacancy must fulfill the eligibility requirements for the position of the director whose position became vacant.

4.3 Quorum. Four of the voting members of the Board of Directors shall constitute a quorum.

4.4 Annual Meeting. The Board of Directors shall hold its annual meeting to elect its Chairman and Vice-Chairman, to elect the officers of the Co-op for the ensuing year and to transact any other business in each calendar year at such time and place as the Board shall designate.

4.5 Other Meetings. Other meetings of the Board of Directors may be called by the Chairman, the President or three of the voting members of the Board of Directors at any time by means of written notice by mail or electronic transmission of the time, place and purpose thereof to each member of the Board of Directors, as the Chairman, the President or three of the voting members of the Board of Directors shall deem sufficient, but action taken at any such meeting shall not be invalidated for want of notice if such notice shall be waived as hereinafter provided.

4.6 Waiver of Notice. Notice of the time, place and purpose of any meeting of the Board of Directors may be waived by electronic transmission or other writing either before or after such meeting has been held. Attendance at a meeting shall constitute a waiver of notice, unless attendance is expressly for the purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

4.7 Removal of Members of the Board of Directors. The Board of Directors may, upon the affirmative vote of at least two-thirds of all stockholder members (including the vote of Long John Silver's, LLC with respect to a director representing the Series A share of Membership Common Stock and the Association of LJS Franchisees, Inc. with respect to a director representing the Series B share of Membership Common Stock) at any time determine that any member of the Board of Directors shall be removed from the Board of Directors for cause. Upon such a vote of stockholder members, the Board of Directors shall give such director written notice of removal for cause.

4.8 Voting. The affirmative vote of four of all voting members of the Board of Directors shall, except as otherwise specifically provided in these Bylaws, be the act of the Board of Directors on any matter properly submitted to the Board of Directors. Members of the Board of Directors may participate in a meeting of the Board of Directors by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other and such participation in a meeting shall constitute presence in person at such meeting. Upon the demand of a majority of the voting members of the Board of Directors participating in a meeting, the voting upon any question before the meeting shall be by secret ballot.

4.9 Chairman and Vice-Chairman.

(a) The Board of Directors shall at each annual meeting elect by the affirmative vote of a majority of the entire Board of Directors a Chairman and a Vice-Chairman, each of whom shall serve until the next annual meeting of the Board of Directors and until his successor is duly elected and qualified.

(b) The duties of the Chairman shall be to preside at all meetings of the Board of Directors and stockholder members. The Chairman shall oversee the President in his assigned duties as established and authorized by the Board of Directors. The Chairman shall have the power to execute in the name of the Co-op any authorized corporate obligation or other instrument and shall perform all acts incident to the Office of Chairman or Directors. In the absence of the Chairman or his inability to perform, the Vice-Chairman shall assume his duties.

4.10 Meetings: Chairman and Secretary. At all meetings of the Board of Directors, the Chairman, or in his absence, the Vice-Chairman, shall act as chairman of the meeting and the Secretary of the Co-op shall act as secretary, except that if any one of them shall be absent, a chairman or secretary, or both, may be chosen at the meeting.

4.11 Compensation and Expenses. All members of the Board of Directors shall serve without compensation. Reasonable expenses of members of the Board of Directors attending regular and called meetings shall be reimbursed by the Co-op, provided, that such expenses are not in excess of the actual cost of traveling from and returning to the member's home city, lodging, meals and other reasonable and necessary expenses. The Board of Directors shall also reimburse members of the Board of Directors and others for their reasonable expenses of attending seminars or other events at the direction of the Board of Directors.

ARTICLE V

Officers

5.1 Executive Officers. The Board of Directors shall elect from among its members, including non-voting ex-officio members, a President, a Secretary and a Treasurer. The Board of Directors may also elect one or more Vice-Presidents and such other officers and assistant officers, as the Board of Directors may, from time to time, determine are necessary to manage the affairs of the Co-op. Any one person, except as forbidden by law, may be elected to more than one office. Any person elected to office shall hold his office as such for a one year period and until his successor shall have been elected and shall have accepted office, unless prior thereto such person resigns or is removed from office. The President shall at all times be subject to dismissal by the Board of Directors by the affirmative vote of four of the voting members of the Board of Directors. The other officers shall at all times be subject to dismissal by the President or the Board of Directors.

5.2 Vacancies. Any vacancy in any office shall be filled by the Board of Directors.

5.3 Powers and Duties of the President. The President shall be the President and Chief Executive Officer of the Co-op and, subject to the control of the Board of Directors, shall have general charge of its business and supervision of its affairs. He shall keep the Board of Directors fully informed and freely consult with it in regard to the business of the Co-op, and make due reports to it and to the stockholder members. The President shall have the power to execute in the name of the Co-op any authorized corporate obligation or other instruments. The President

shall also have such other powers and duties as are incident to his office and not inconsistent with these Bylaws, or as may at any time be assigned to him by the Board of Directors.

5.4 Powers and Duties of Vice-Presidents. The Board of Directors may elect one or more Vice-Presidents who shall have the powers and duties incident to their office and shall perform such duties as may at any time be assigned to them by the Board of Directors or the President.

5.5 Powers and Duties of the Treasurer. The Treasurer, subject to the control of the Board of Directors and together with the President, shall have general supervision of the finances of the Co-op. He shall have the care of, and be responsible for, all monies, securities, evidences of value and corporate instruments of the Co-op, and shall supervise the officers and other persons authorized to bank, handle and disburse its funds, informing himself as to whether all deposits are or have been duly made and all expenditures duly authorized and evidenced by proper receipts and vouchers. He shall cause full and accurate books to be kept, showing the transactions of the Co-op, its accounts, assets, liabilities and financial condition, which shall at all reasonable times be open to the inspection of any member of the Board of Directors, and he shall make due reports to the Board of Directors and the stockholder members, and such statements and reports as are required of him by law. The Treasurer shall have such other powers and duties incident to his office and not inconsistent with these Bylaws, or as may at any time be assigned to him by the Board of Directors.

5.6 Powers and Duties of the Secretary. The Secretary shall cause to be entered in the minute books the minutes of all meetings of the Board of Directors and annual and other meetings of the stockholder members; shall have charge of the seal of the Co-op and all other books and papers pertaining to his office, and shall be responsible for giving of all notices, and the making of all statements and reports required of the Co-op or of the Secretary by law. The Secretary shall affix the corporate seal, attested by his signature, to all instruments duly authorized and requiring the same. The Secretary shall have such other powers and duties incident to his office and not inconsistent with these Bylaws, or as may at any time be assigned to him by the Board of Directors.

5.7 Assistant Treasurers and Assistant Secretaries. Any Assistant Treasurers and Assistant Secretaries elected shall perform such duties as may properly be assigned to them by the executive officers of the Co-op, and shall have such powers and duties, including all the powers and duties of their principals in the event of the absence of such principals from any place in which the business in hand is to be done, and as may at any time be assigned to them by the Board of Directors.

5.8 Other Officers. The Board of Directors shall prescribe the powers and duties of any other officer or officers of the Co-op.

5.9 Salaries. The salary, if any, of the President of the Co-op shall be fixed by the Board of Directors. Subject to such limitations as may be fixed by the Board of Directors from time to time, the salaries, if any, of all other employees and officers of the Co-op shall be fixed by the President who shall report annually to the Board of Directors on all salary changes.

ARTICLE VI

Finance, Audit and Fiscal Year

6.1 Banking. All funds and money of the Co-op shall be banked, handled and disbursed, and all bills, notes, checks and like obligations, and endorsements (for deposit or collection) shall be signed by such officers and other persons as the Board of Directors shall from time to time designate, who shall account therefor to the Treasurer as and when he may require. All money, funds, bills, notes, checks and other negotiable instruments coming to the Co-op shall be collected and promptly deposited in the name of the Co-op in such depositories as the Board of Directors shall select.

6.2 Annual Audit. An audit by certified public accountants of the books and records of the Co-op shall be conducted annually by a firm engaged by the Board of Directors.

6.3 Fiscal Year. The fiscal year of the Co-op shall be the calendar year unless set otherwise by the Board of Directors.

ARTICLE VII

Indemnification

7.1 Indemnification of Officers and Directors.

(a) The Co-op shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Co-op) by reason of the fact that he is or was a director, officer, employee or agent of the Co-op, or is or was serving at the request of the Co-op as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Co-op, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Co-op, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

(b) The Co-op shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Co-op to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the Co-op, or is or was serving at the request of the Co-op as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Co-op and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Co-op unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

(c) To the extent that a present and former director or officer of the Co-op has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsections (a) and (b) of this Section 7.1, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

(d) Any indemnification under subsections (a) and (b) of this Section 7.1 (unless ordered by a court) shall be made by the Co-op only as authorized in the specific case upon a determination that indemnification of the present or former director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in subsections (a) and (b). Such determination shall be made, with respect to a person who is a director or officer at the time of such determination, (i) by a majority vote of the directors who are not parties to such action, suit or proceeding, even though less than a quorum, or (ii) by a committee of such directors designated by majority vote of such directors, even though less than a quorum, or (iii) if there are no such directors, or if such directors so direct, by independent legal counsel in written opinion, or (iv) by the stockholder members.

(e) Expenses (including attorneys' fees) incurred by an officer or director in defending any civil, criminal, administrative or investigative action, suit or proceeding may be paid by the Co-op in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount it shall ultimately be determined that he is not entitled to be indemnified by the Co-op as authorized in this Section 7.1. Such expenses (including attorneys' fees) incurred by former directors and officers or other employees and agents may be so paid upon such terms and conditions, if any, as the corporation deems appropriate.

(f) The indemnification and advancement of expenses provided by, or granted pursuant to this Section 7.1 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office.

(g) The Co-op shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Co-op, or is or was serving at the request of the Co-op as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Co-op would have the power to indemnify him against such liability under the provisions of this Section 7.1.

(h) For purposes of this Section 7.1, references to the Co-op shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, and employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Section 7.1 with respect to the resulting or surviving corporation as he would have with respect to such constituent corporation if its separate existence had continued.

(i) For purposes of this Section 7.1, references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Co-op" shall include any service as a director, officer, employee or agent of the Co-op which imposes duties on, or involves services by, such director, officer, employee, or agent with respect to an employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a manner he reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Co-op" as referred to in this Section 7.1.

(j) The indemnification and advancement of expenses provided by, or granted pursuant to, this Section 7.1 shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

(k) The Court of Chancery of the State of Delaware is hereby vested with exclusive jurisdiction to hear and determine all actions for advancement of expenses or indemnification brought under this Section 7.1 or under any bylaw, agreement, vote of stockholder members or disinterested directors, or otherwise. The Court of Chancery may summarily determine the Co-op's obligation to advance expenses (including attorneys' fees).

(l) If so provided in the Co-op's Certificate of Incorporation, a director of the Co-op shall not be personally liable to the Co-op or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Co-op or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived an improper personal benefit.

The foregoing Article 7 is derived from Sections 145 and 102 of the General Corporation Law of the State of Delaware.

The Co-op has obtained a policy of insurance under which the Co-op and its directors and officers are insured subject to specific exclusions and deductible and maximum amounts against loss deriving from any claim which may be made against the Co-op or any director or officer of the Co-op by reason of any act done or alleged to have been done while acting in their respective capacities.

ARTICLE VIII

Capital Stock

8.1 Certificate of Stock. The capital stock of the Co-op shall be represented by certificates, provided that the Board of Directors of the Co-op may provide by resolution that some or all of any or all classes or series of its stock shall be uncertificated shares. Any such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the Co-op. Notwithstanding the adoption of such a resolution by the Board of Directors, every holder of stock represented by certificates and, upon request, every holder of uncertificated shares shall be entitled to have a certificate signed by, or in the name of the Co-op by, the Chairman or Vice-Chairman of the Board of Directors, or the President or a Vice- President, and by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary of the Co-op representing

the number of shares registered in certificate form. Any or all the signatures on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, such certificate may be issued by the Co-op with the same effect as if he were such officer, transfer agent or registrar at the date of issue. In the event certificates are issued, the certificates of stock of the Co-op shall be numbered and shall be entered in the books of the Co-op as they are issued. Each certificate of stock shall have conspicuously placed thereon a legend describing that such certificate has restrictions on transfer as set forth in the Co-op's Certificate of Incorporation and Section 8.3 of the Bylaws.

8.2 Lost Certificates. The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Co-op alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate or certificates, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as it shall require and/or to give the Co-op a bond in such sum as it may direct as indemnity against any claim that may be made against the Co-op with respect to the certificate alleged to have been lost, stolen or destroyed.

8.3 Transfers of Capital Stock. Any attempted transfer, sale, pledge, mortgage, gift, or hypothecation of shares of Membership Common Stock or Store Common Stock other than a transfer of the shares to the Co-op shall be null, void, and without effect, and the Co-op shall not make or recognize any such transfer, sale, pledge, mortgage, gift, or hypothecation upon its books.

8.4 Fixing Record Date. In order that the Co-op may determine the stockholder members entitled to notice of or to vote at any meeting of stockholder members or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty nor less than twenty days prior to any other action. A determination of stockholder members of record entitled to notice of or to vote at a meeting of stockholder members shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

8.5 Registered Stockholders. The Co-op shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive patronage dividends and to vote, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share of shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Delaware.

ARTICLE IX

Patronage Dividends

9.1 Patronage. The term "patronage" shall refer to the value of the Co-op's business with its stockholder members. Business with the Co-op's stockholder members shall include the following: (i) the Co-op's direct business with its stockholder members; (ii) the Co-

op's business with its stockholder members through distributors ("participating distributors") which shall have agreed to participate in the Co-op's patronage dividend program for its stockholder members by entering into distributor participation agreements with the Co-op or its Service Providers in such form as the Co-op shall prescribe or approve from time to time; (iii) the Co-op's business with its stockholder members through suppliers ("participating suppliers") which shall have agreed to participate in the Co-op's patronage dividend program by entering into supplier business relationship agreements with the Co-op or its Service Providers in such form as the Co-op shall prescribe or approve from time to time; and (iv) the Co-op's business with its stockholder members pursuant to arrangements set forth in a management agreement approved by the Board of Directors with Service Providers, whereby the stockholder members purchase goods directly from Service Providers or through participating distributors and participating suppliers. The term "patronage" includes the Co-op's business with its stockholder members both when the Co-op or Service Providers purchase (take "Title") and resell goods to the Co-op's stockholder members and participating distributors, and when participating suppliers sell goods directly to stockholder members and participating distributors.

9.2 Cooperative Basis. The Co-op shall at all times be operated on a cooperative basis for the benefit of its stockholder members. The Co-op shall always do more than ninety percent (90%) in value of its business with its stockholder members.

9.3 Patronage Dividend Distributions.

(a) The Board of Directors shall, after considering the Co-op's anticipated expenses and need for capital and reserves, (i) obligate the Co-op to distribute patronage dividends as provided in section 1388(a)(2) of the Internal Revenue Code of 1986, as amended (hereinafter referred to as the "IRC"), and (ii) distribute as patronage dividends, directly to the stockholder members of the Co-op, the net income of the Co-op from patronage done with or for stockholder members computed in accordance with sections 1381-1388 of the IRC and in accordance with the principles applied in preparation of the Co-op's federal income tax return. Specifically, the Co-op shall distribute patronage dividends to stockholder members annually on the basis of each stockholder member's patronage. In determining the portion of the Co-op's patronage dividend obligations to be paid in cash, the Board of Directors shall consider: (1) expenses directly or indirectly related to the Co-op's business; (2) such reasonable reserves for necessary corporate purposes as may from time to time be provided by the Board of Directors for depreciation and obsolescence, state and federal taxes, bad debts, casualty losses, insurance and other corporate and operating charges and expenses, all established and computed in accordance with generally accepted accounting principles; and (3) such reasonable reserves for working capital necessary for the operation of the Co-op and for deficits arising from such operation, (including deficits from business other than business done with or for stockholder members).

The amounts set aside for reserves in any year from gross margins of the Co-op from business other than with or for the stockholder members shall be allocated to the extent possible, to stockholder members, on the books of the Co-op on a patronage basis for that year, or, in lieu thereof, the books or records of the Co-op shall afford a means of doing so, so that in the event of a distribution of amounts formerly carried in reserves, each stockholder member may receive to the extent possible, that stockholder member's pro rata share thereof.

(b) Solely for the purpose of determining the amount of patronage dividends distributable to a particular member of the Co-op, the Board of Directors may from time to time, when appropriate, by resolution, segregate the Co-op’s business with its stockholder members

into distinct pools, such as by way of example, an equipment business pool, a food and packaging business pool, or an international business pool. The net earnings of the Co-op from business with the Co-op's stockholder members related to any such pool shall be attributable to a stockholder member patron of the pool in proportion to the quantity or value of business done by the stockholder member with the pool. The resolution establishing such distinct business pools shall also specify the basis for determining the amount distributable by the Co-op as patronage dividends to each stockholder member.

(c) The patronage dividend distributions shall be paid to each stockholder member on the basis of the quantity or value of business done with or for each stockholder member, and the patronage dividend distributions shall be determined by reference to the net earnings of the Co-op from business done with or for its stockholder members. The patronage dividend distributions shall be among all stockholder members, shall be directly proportional for each taxable year of the Co-op to the purchases by each stockholder member, and shall be based upon each stockholder member's patronage.

9.4 Timing of Payment of Patronage Dividends. Each distribution of patronage dividends shall be made within the payment period beginning with the first day of a taxable year for which the Co-op claims a deduction for patronage dividends paid in the form of such distributions and ending with the 15th day of the 9th month following the close of such taxable year.

9.5 Method and Character of Payment. The Board of Directors may, in its discretion, determine to pay patronage dividends either all in a form that will be treated as a deductible qualified written notice of allocation within the meaning of section 1388(c) of the IRC, all in a form that will be treated as a nonqualified written notice of allocation within the meaning of section 1388(d) of the IRC, or part in qualified form and part in nonqualified form. At least twenty percent (20%) of any qualified payment of patronage dividends shall be paid in cash or by a "qualified check" as defined in Section 1388(c)(4) of the IRC. Subject to this limitation with respect to qualified distributions, the Board of Directors may decide that the balance of any patronage dividend be paid, in whole or in part, in cash, property, promissory notes or other evidence of indebtedness, or in any other form of written notice of allocation (within the meaning of section 1388(b) of the IRC).

9.6 Consent to Stockholder Members. Membership in the Co-op by stockholder members shall constitute a consent of each such member to include in its gross income the amount of any patronage dividend which is paid with respect to direct sales from the Co-op, and indirect sales through participating distributors in money, "qualified checks," "qualified written notices of allocation" or other property (except "nonqualified written notices of allocation" as defined in Section 1388(d) of the Internal Revenue Code of 1986, as amended) and which is received by it during the taxable year from the Co-op. Each stockholder member of the Co-op, through initiating or retaining its membership after adoption of this Article IX of these Bylaws, as amended from time to time, consents to be bound hereby. The provisions of this Article IX, as amended from time to time, shall be a contract between the Co-op and each stockholder member as fully as though each stockholder member had signed a specific separate instrument in which the stockholder member agreed to be bound by all of the terms and provisions of this Article IX, as amended from time to time.

This consent, however, shall not extend to written notices of allocation received by the stockholder member as part of a nonqualified payment of patronage which clearly indicate on their face that they are nonqualified. By way of illustration, the term "written notice of allocation" shall include such items as the promissory notes, a notice or statement that such securities have been deposited with a bank or other qualified agent on behalf of the stockholder member, a notice of credit to the account of the stockholder member on the books of the Co-op (against stock subscription or any other indebtedness as the Co-op may elect) and such other forms of notice as the Board of Directors may determine, distributed by the Co-op in payment, or part payment of the patronage dividends. The stated dollar amount of the promissory notes is the principal amount thereof.

9.7 Promissory Notes. Subject only to the payment of at least twenty percent (20%) of each stockholder member's annual patronage dividend in cash, the Co-op may pay each stockholder member all or any portion of the annual patronage dividend in promissory notes which shall bear interest at the rate from time to time fixed by the Board of Directors and shall mature at the time fixed by the Board of Directors not later than five years from the date of issuance, and may be subordinated to any liabilities or obligations of the Co-op, existing, contingent or created after the date of issuance. The Co-op shall have a lien upon and a right of set off against any said promissory notes issued to a stockholder member to secure payment of any indebtedness due the Co-op or any of its subsidiaries by the stockholder member.

9.8 Application of Patronage Dividends to Amounts Due the Co-op or LJSGC, Inc. Notwithstanding any of the foregoing provisions of this Article IX, the portion of any patronage dividends which would otherwise be payable in cash under any provision of this Article IX to a stockholder member may be applied by the Co-op to the payment of any indebtedness, the repayment of which is in default, owed to the Co-op or LJSGC, Inc. by any such stockholder member to the extent of such indebtedness instead of being distributed in cash, provided, however, that an amount equal to twenty percent (20%) (or, in the case of a stockholder member located in a jurisdiction to which the special withholding requirements of Sections 1441 or 1442 of the Internal Revenue Code of 1986, as amended, apply, thirty percent (30%)) of the total annual patronage dividends distributable for the applicable year to any such stockholder member shall nevertheless be paid in cash within the period set forth in Section 9.4 if any such stockholder member so requests in a writing received by the Co-op within thirty (30) days of the first day of the Co-op’s fiscal year as established under Section 6.3.

ARTICLE X

Amendments

10.1 Amendments to Bylaws. The Board of Directors shall have the power to adopt, amend or repeal from time to time the Bylaws of the Co-op at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors if notice of such adoption, amendment or repeal of the Bylaws be contained in the notice of such special meeting, subject to the right of the stockholder members to adopt, amend or repeal the Bylaws, at any regular meeting of the stockholder members or at any special meeting of the stockholder members if notice of such adoption, amendment or repeal of the Bylaws be contained in the notice of such special meeting. Provided, however, that neither the Certificate of Incorporation nor the Bylaws may be amended to provide that the number of voting members of the Board of Directors which Long John Silver's, LLC is entitled to elect as the holder of the Series A share of Membership Common Stock or otherwise is less than one-seventh (1/7) of all voting directors without the approval of at least one director elected by Long John Silver's, LLC.

APPENDIX B

LONG JOHN SILVER'S NATIONAL PURCHASING CO-OP, INC.

MEMBER PRIVACY GUIDELINES

Purpose

The mission of the Long John Silver's National Purchasing Co-op, Inc. and its subsidiaries (collectively, the "Co-op") is to work with member franchisees and Long John Silver's, LLC ("LJS") in the development and supply of goods and equipment to its members at the lowest sustainable restaurant delivered price. To achieve its mission, the Co-op has contracted with one or more supply chain service providers (the "Administrator") to administer a purchasing program on the Co-op's behalf (the "Purchasing Program"). As part of its Purchasing Program administration, the Administrator is expected to abide by these Member Privacy Guidelines.

The purpose of these Member Privacy Guidelines is to let members know what specific information the Administrator collects or possesses on behalf of each member, how the Administrator and the Co-op may use this information, and with whom the Administrator and the Co-op may share this information.

These are guidelines only, subject to revision and exceptions authorized by the Co-op's Board of Directors, and not intended to create any legal rights.

The security of member information is a Co-op priority, and the Co-op is committed to take all reasonable measures to protect the privacy and security of member information.

What Information?

The Administrator and the Co-op may have the following non-public information about members:

* Membership Information including stockholder records, organizational structure, business entities, key personnel, ownership, number and location of outlets, street and mailing addresses, phone and facsimile numbers, email addresses, and federal tax identification numbers.

* Financial Information including financial statements and related standard credit applications, credit histories, authorized credit reports and credit references from third parties such as distributors and lenders.

* Distributor Information including shipping and billing information, distributor's contract terms, food, packaging and beverage monitoring information, volume usage, patronage, and products purchased by price and amount.

* Administrator Transaction Information including all direct transactions between the Administrator and a member and information provided to the Administrator by a

member in connection with a request that the Administrator assist the member in resolving a supply chain issue.

* Operations Information including marketing plans, expansion plans, and other information concerning brand or franchisee operations.

* Web Site interactions on the Administrator's web site which are also subject to the Administrator web site privacy policy.

Information Usage

As a general matter, the Administrator shall seek appropriate confidentiality understandings and agreements with customers, suppliers, distributors, committee members, third party vendors and LJS.

The Administrator and the Co-op use and disclose member specific information only in the following ways:

* The Administrator's staff uses member information in connection with direct transactions between the Administrator and members, analysis for management of the Purchasing Program, member level distributor monitoring and contract compliance, and member problem resolution. Generally, information about members is available only to those staff members who specifically need that information to perform their job duties.

* The Administrator and Co-op board members and board committees use member specific information in connection with facilitating the resolution of member concerns and problems; in connection with the extension of credit as provided in the Co-op's credit policies; and in connection with the resolution of past due accounts receivable.

* Administrator sponsored distribution and other committees comprised of Co-op directors, Administrator staff, LJS representatives and franchisees and perhaps others may review member specific distribution and other information in connection with evaluating, monitoring and establishing distribution and other arrangements or developing program and project recommendations.

* In order to facilitate LJS quality assurance programs and discourage the sale of unapproved goods and equipment, LJS and the applicable distributor are notified when the Administrator learns that a distributor has sold goods or equipment unapproved by LJS to a member.

* Suppliers, distributors, and LJS may receive member specific information in connection with product recalls and alerts and other product safety activities and communications.

* Approved suppliers, shippers and third party vendors receive required member information in connection with the fulfillment of member purchases, for instance a direct shipment of equipment from an approved equipment supplier to a member.

* Third party vendors, such as data processors performing functions on behalf of the Administrator, receive member information from the Administrator subject to appropriate confidentiality agreements.

* After consultation with the Co-op, providers of Administrator outsourced programs, receive member information for marketing and other purposes subject to appropriate confidentiality agreements and usage restrictions.

* With the express permission of the Co-op, LJS may receive member specific information to facilitate the administration of brand specific programs and promotions.

Responsibility

The Audit and Budget Committee of the Co-op's Board of Directors is responsible for administration of these guidelines, including communication and education concerning the guidelines, interpretation of the policy, and recommendations to the Board of Directors concerning guideline exceptions, clarifications and revisions.

APPENDIX C

SUMMARY OF OPERATING POINTS FROM THE LJS – LJS CO-OP AGREEMENT

LJS Appointment

- LJS designates the LJS Co-op, on an exclusive basis, to conduct and/or contract with service providers to conduct, purchasing programs for all LJS and franchisee operated restaurants in the United States.

- The LJS Co-op, either directly or through its service providers, has the sole and exclusive responsibility to administer and conduct the purchasing programs and to negotiate purchasing arrangements for goods and equipment for LJS's system in the United States.

LJS Commitment

- LJS becomes and remains a member of the LJS Co-op.

- LJS purchases through the purchasing programs conducted by the LJS Co-op or its service providers "virtually all" of the goods and equipment needed for LJS operated restaurants.

Sheltered Income

- Neither LJS nor the LJS Co-op receives or benefits from any Sheltered Income in connection with goods or equipment purchased or used by restaurants; nor shall either authorize any approved supplier, approved distributor, or service provider to receive or benefit from Sheltered Income, subject to a few specific, limited exceptions.

- The LJS Co-op may benefit from any Sheltered Income, provided that the LJS Co-op shares such Sheltered Income among each applicable operator based on the dollar volume of the purchases of such operator that gave rise to the receipt or benefit of such Sheltered Income.

- LJS or the LJS Co-op may receive or benefit from Sheltered Income where there are higher prices for goods or equipment permitted or charged by approved suppliers to amortize supplier expenses related to research and development of goods and equipment if such amortization of research and development expenses are incurred after LJS receives the advance advice and written consent (with such consent not to be withheld if the parties determine in good faith that the expenses to be incurred are both reasonable and in the best interest of the LJS system or the LJS Co-op) of the LJS Co-op.

- LJS or the LJS Co-op may receive or benefit from Sheltered Income where there are reasonable fees, in no event exceeding LJS's applicable direct expense, and not necessarily completely reimbursing LJS's direct expense in connection with the applicable activity, charged by LJS, in accordance with published schedules adopted with the advanced advice and written consent (with such consent not to be withheld if the parties determine in good faith that the expenses to be incurred are both reasonable and in the best interest of the LJS system or the LJS Co-op) of the LJS Co-op to potential suppliers and distributors and to

approved suppliers and approved distributors, in connection with the LJS supplier approval and distributor approval processes, or in connection with LJS administered quality inspection and assurance programs.

- "Sheltered Income" means so called earned income, rebates, kick-backs, volume discounts, tier pricing, purchase commitment discounts, sales and service allowances, marketing allowances, advertising allowances, promotional allowances, label allowances, back-door income, application fees, inspection fees, quality assurance fees, etc., and includes, among other items, (a) fees charged suppliers and distributors in the supplier and distributor approval process, (b) fees charged suppliers and distributors for quality inspections and "hot line" inquiries and complaints, (c) license or trademark fees or rebates charged or expected as a condition of supplier or distributor approval or use, typically paid as a percentage of System wide volume, (d) higher prices permitted suppliers to amortize research and development expenses undertaken by suppliers at the request of LJS or otherwise, (e) higher prices permitted suppliers to amortize the cost of excess inventory, (f) higher prices permitted suppliers to amortize the cost of graphics and other product changes, (g) special or atypical payment terms, (h) payments and allowances to distributors from suppliers based on distributor volume which are not reflected as a reduction in distributor cost or prices, (i) amounts paid to sponsor LJS or LJS Co-op meetings and events, and (j) special favors, gifts and entertainment.

Approved Suppliers and Distributors

- LJS will have the exclusive right and obligation with respect to the purchase and distribution of goods and equipment including, without limitation, to (a) designate and terminate approved suppliers and approved distributors, and (b) designate approved goods and equipment. LJS must develop, designate, modify, update and make available (subject to reasonable confidentiality guidelines) specifications for goods and equipment. However, LJS shall maintain a supplier approval and a distributor approval process which (a) has appropriate and significant franchisee and LJS Co-op involvement, (b) has specific published procedures, anticipated timetables and provisions for progress reports, (c) provides that franchisees and the LJS Co-op may submit suppliers and distributors for approval, and (d) reflects a philosophical commitment to the need in most circumstances for competition among approved suppliers and approved distributors for the business of restaurants whenever competition will benefit the LJS system.

- The LJS Co-op may require, and LJS shall use its reasonable best efforts to require of all suppliers, as a condition of approval as an approved supplier, that the approved supplier enter into the LJS Co-op's or its service provider's standard form supplier agreement. Among other matters, the standard form supplier agreement requires suppliers to maintain insurance and warranty protection.

- Except with respect to the supplier and distributor approval process (as described in the previous paragraph), nothing in the agreements is intended to add, delete or modify any rights or obligations under any LJS franchise or license agreement.

- The LJS Co-op may require, and LJS shall use its reasonable efforts to require of all distributors, as a condition of approval as an approved distributor, that the approved distributor enter into a standard Distributor Participation Agreement or similar agreement ("DPA") with the LJS Co-op in the LJS Co-op's form of DPA. Among other matters, the DPA

requires distributors to forego Sheltered Income (with only certain limited exceptions) and provide monitoring information to the LJS Co-op.

Cooperation

- LJS and the LJS Co-op will diligently communicate, consult, and cooperate with each other to facilitate each other's performance of their respective and joint responsibilities and duties with respect to the purchasing programs, LJS's brand management, and the fulfillment of the mission of the LJS Co-op.

- The term of the Amended and Restated Long John Silver's Purchasing Co-op Agreement commences on August 1, 2015 continued until December 31, 2022. Thereafter, the term automatically renews each January 1st for a one year term unless terminated by one party giving at least twelve months prior written notice to the other party before the commencement of any one year renewal term.

- The foregoing is a summary of provisions of the LJS-LJS Co-op agreement. In the event there is any inconsistency, conflict or ambiguity between this summary and the agreement, the terms of the agreement control.

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EXHIBIT I-1

GIFT CARD PARTICIPATION AGREEMENT (FOR MEMBERS OF THE LJS CO-OP)

LONG JOHN SILVER'S® GIFT CARD PARTICIPATION AGREEMENT

This Long John Silver's® Gift Card Participation Agreement (this “Operator Agreement”) is between the undersigned Long John Silver's restaurant operator (the “OPERATOR”) and LJSGC, Inc., a
Colorado corporation ("LJSGC"). (OPERATOR and LJSGC are hereinafter collectively referred to as the
“Party” or “Parties” as the case may be.)

Recitals

WHEREAS, LJSGC is a wholly owned subsidiary of the Long John Silver's National Purchasing Co-op, Inc. (the “LJS Co-op”).

WHEREAS, LJSGC administers a gift card program pursuant to which LJSGC issues stored value cards (“Cards”) which may be used to purchase goods at certain Long John Silver's® locations, as designated from time to time by LJSGC (the “Card Program”); and

WHEREAS, OPERATOR desires to participate in the Card Program subject to the terms and conditions of this Operator Agreement;

NOW, THEREFORE, in consideration of the foregoing and the covenants and other agreements contained herein, the Parties agree as follows:

1. **Participation.** During the term of this Operator Agreement and subject to the other provisions of this Operator Agreement:

A. LJSGC shall administer the Card Program on behalf of the OPERATOR and such other operators as may wish to participate in the Card Program. Specifically, LJSGC (directly or through others) agrees to:

(i) provide the Cards on consignment related to the Card Program;

(ii) manage the relationship with Bank of America Merchant Services (“BAMS”), the Card Program vendor, or any replacement Card Program vendor;

(iii) work with BAMS, or any replacement Card Program vendor, to authorize, process and settle Card transactions effected by OPERATOR, provide related reporting for accounting and reconciliation purposes, and related customer service; and

(iv) establish Card Program guidelines which will consist of Card Program rules, operating procedures, policies and compliance issues and such other matters as LJSGC may from time to time advise OPERATOR (collectively, the "Card Program Guidelines" attached and made a part hereof as Schedule A) which, as amended from time to time by the LJSGC Board of Directors, shall all become a part of this Operator Agreement.

B. By participating in the Card Program, OPERATOR agrees to:

(i) accept Cards at all of its qualifying locations capable of connecting to the Card
Program ("Qualified Locations"), as currently specified in Schedule B, attached and made a part hereof, and any new Qualified Locations;

(ii) process transactions and conduct its business in accordance with the Program Guidelines;

(iii) activate Cards and collect funds from the activation of Cards on behalf of LJSGC;

(iv) redeem Cards and submit the redemptions to LJSGC for payment;

(v) maintain sufficient funds in a bank account designated herein for payment of any amounts due to LJSGC; and

(vi) display Card Program materials as required and approved by LJSGC.

OPERATOR shall provide prior written notice to LJSGC in order to add new Qualified Locations to the Card Program or remove Qualified Locations from the Card Program which no longer qualify.

2. **Authorization.** OPERATOR shall be responsible for obtaining an electronic authorization in advance for each Card activation or redemption by using equipment that captures all required data elements directly from the Card's magnetic stripe and submits such information through an electronic access to the authorization network designated by LJSGC. OPERATOR shall be responsible for obtaining voice telephone authorization in advance for each Card activation or redemption that cannot be authorized electronically when the designated electronic authorization and verification system is inoperable for any reason or is otherwise not accessible to OPERATOR.

3. **Settlement of Card Transactions.** OPERATOR shall pay all funds collected from the activation of Cards (less adjustments) ("Activation Funds") to LJSGC. LJSGC will owe funds to
OPERATOR to the extent that Cards are redeemed at the Qualified Locations (the "Redemption Funds"). The amount of the Redemption Funds will be based upon gross redemptions, less credits/refunds, adjustments, fraud losses; and any other amounts then due from OPERATOR to LJSGC. The settlement of Activation Funds and Redemption Funds shall be processed in the following way:

A. Bank Account. OPERATOR shall identify a bank account through which all Card transactions shall be processed (the "Settlement Account"). OPERATOR shall execute the authorization instructions set out in the OPERATOR Automated Clearing House ("ACH") Authorization attached and made a part hereof as Schedule C, and otherwise provide such information and documentation to

LJSGC and or its authorized vendor as may be necessary to initiate ACH transfers to and from the Settlement Account.

B. Reconciliation of the Settlement Account. OPERATOR shall no later than the end of each business day deposit all of the prior day's Activation Funds into the Settlement Account. LJSGC or its vendor will reconcile Activation Funds against Redemption Funds on a daily basis, or as defined in the Program Guidelines, and will initiate a transfer of the net balance of the funds whether they be due to or from LJSGC (the "Settlement Funds") through the ACH network to or from the Settlement Account. OPERATOR shall always maintain a balance in the Settlement Account equal to the full amount of each day's Activation Funds until LJSGC has initiated the settling ACH transfer. The reconciliation and transfer of Settlement Funds and the ACH transfers generally will occur three (3) business days after the activation or redemption date. As an example of the settlement process, if OPERATOR activates $1,000 in Cards during the day and redeems $400, the net amount of $600 will be payable to LJSGC as Settlement Funds. LJSGC will initiate an ACH transfer from the Settlement Account in the amount of $600, and the OPERATOR then keeps the remaining $400. On the other hand, should OPERATOR redeem $1,000 in Cards and activate only $400 during the day, LJSGC will initiate an ACH transfer of $600 to the Settlement Account.

4. Adjustments and Collection of Amounts Due from OPERATOR. If OPERATOR believes any adjustments are necessary with respect to any debits or credits effected by LJSGC with respect to OPERATOR's Account for any amounts due to or due from OPERATOR, or if OPERATOR has any other questions or concerns regarding its Card transactions that are processed and settled by LJSGC or regarding any report provided by LJSGC, OPERATOR shall provide written notice to LJSGC at the address listed in Section 14 below within fifteen (15) days following completion of the transaction or report.

5. Consideration. The OPERATOR's sole consideration for entering into this Operator Agreement shall be the opportunity to participate in the Card Program and the ability to redeem Cards for purchases at its Qualified Locations. LJSGC shall charge fees necessary for the administration and operation of the Card Program in accordance with the Program Guidelines (the "Operator Transaction Fees"). Each month, LJSGC will initiate an ACH transfer from the Settlement Account to pay the Operator Transaction Fees (other than redemption fees) for the preceding month. Redemption fees will be settled daily as described in the Card Program Guidelines and Section 3 of the Operator Agreement. LJSGC will provide OPERATOR with a statement on its website of the amount of Operator Transaction Fees to be billed one week prior to each such ACH transfer.

6. Confidentiality. In the course of performing under this Operator Agreement, each Party may be exposed to information and data about the other Party, Long John Silver's, LLC, and/or the Card Program ("Confidential Information"). Each Party, using the same standard of care which it uses to protect its own information from disclosure, agrees to hold such Confidential Information confidential and to not disclose to others any Confidential Information without the prior written consent of the other Party. Further, each Party shall limit its use of Confidential Information to the performance of the services

contemplated under this Agreement and for no other purpose. This obligation does not apply to information which is in the public domain prior to commencement of the Card Program or at a later date through no action or inaction of the receiving Party or to information required to be disclosed by applicable law. If the Confidential Information is requested by law to be disclosed, then the Party requested to disclose such information must, within twenty-four (24) hours of such request, give notice to the other Party of such request, in order to give that Party an opportunity to go before the requesting authority to argue against the release of such Confidential Information. All Confidential Information is and shall remain the property of the owning Party and shall be returned to that Party upon the completion or earlier termination of this Agreement, or as may otherwise be requested by the owning Party. Each Party shall notify the other applicable Party in writing of any actual or suspected misuse, misappropriation or unauthorized disclosure of Confidential Information which may come to such Party's attention.

7. Term; Events of Default.

A. This Operator Agreement shall become effective upon its execution by OPERATOR and LJSGC. This Operator Agreement shall remain in full force until either Party (i) provides thirty (30) days prior written notice to the other Party of its intent to terminate this Agreement or (ii) otherwise terminates this Operator Agreement as provided below.

B. The occurrence of any of the following events shall constitute an "Event of Default" by either OPERATOR or LJSGC, as the case may be:

(i) fraud by OPERATOR or by OPERATOR's employees or by LJSGC;

(ii) OPERATOR shall have insufficient funds in the Settlement Account to complete the reconciliation and ACH transfer of Settlement Funds, or LJSGC shall fail to make a reconciliation of Settlement Funds in an amount which is adequate and correct;

(iii) OPERATOR or LJSGC shall default in any material respect in the performance or observance of any term, covenant, condition or agreement contained in this Agreement or the Program Guidelines, or

(iv) any case or proceeding shall be commenced by or against OPERATOR or LJSGC under the federal bankruptcy laws of the United States or under any other laws, relating to bankruptcy, insolvency, reorganization, winding up, adjustment of debts, appointment of a trustee, receiver, custodian, liquidator or the like for OPERATOR or LJSGC or for all or any substantial part of OPERATOR's or LJSGC's assets; OPERATOR or LJSGC shall generally become unable to pay its debts or trade obligations as they become due; or OPERATOR or LJSGC shall make a general assignment for the benefit of creditors.

Upon the occurrence of an Event of Default by one Party (the "Defaulting Party"), this Agreement may be terminated immediately by the other Party (the "Non-Defaulting Party") without notice, and all amounts payable up to the date of

termination hereunder by the Defaulting Party to the Non-Defaulting Party shall thereupon be due and payable in full. This Agreement may be terminated, by written notice to OPERATOR, if OPERATOR fails to cure any default listed in the Program Guidelines within ten (10) business days after receipt by OPERATOR of written notice from LJSGC detailing such default, and, upon receipt of such notice, all amounts payable hereunder by OPERATOR to LJSGC shall be due and payable on demand.

8. **Application of Patronage Dividends.** OPERATOR acknowledges that the portion of any patronage dividends which would otherwise be payable in cash to OPERATOR may be applied by LJSGC to the payment of any indebtedness of OPERATOR, the repayment of which is in default, owed to LJSGC, Alliance Cost Containment, LLC ("ACC"), or the LJS Co-op; provided that an amount equal to twenty percent (20%) of the total annual patronage dividends distributable for the applicable year to OPERATOR shall nevertheless be paid in cash if OPERATOR so requests in a writing received by LJSGC within thirty (30) days of the first day of the LJSGC's fiscal year. OPERATOR may obtain a copy of LJSGC's Bylaws by writing LJSGC at the address in Section 14 below.

9. **Performance of Duties.** Except for the payment of money due, no Party shall be liable for its failure to perform under this Agreement if such failure arises out of causes beyond the control and without the fault or negligence of such Party. Such causes may include but are not limited to Acts of God, fires, wars, riots, strikes, acts, omissions or delays by an unaffiliated third party or acts of civil or military authorities.

10. **No Warranties; Exclusion of Damages.** LJSGC makes no warranty, either express or implied, or representation with regard to the services or the Card Program provided under this Agreement, except that LJSGC warrants that the intellectual property used in the Card Program is either owned by LJSGC or has been properly licensed to LJSGC by the owner of the intellectual property and that OPERATOR shall not be liable to any third party claiming infringement of such intellectual property. OPERATOR acknowledges that there is no guarantee of success with regard to the Card Program and that LJSGC may terminate the entire Card Program, in its sole discretion, with thirty (30) days prior written notice. IN NO EVENT SHALL LJSGC BE LIABLE FOR CLAIMS OR DAMAGES RELATED IN ANY WAY TO THE CARD PROGRAM UNDER ANY LEGAL OR EQUITABLE THEORY FOR LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

11. **Indemnity**. OPERATOR hereby agrees to defend, indemnify and hold harmless LJSGC from and against any and all actions, claims, suits, losses, damages, obligations, liabilities and/or expenses (including reasonable attorneys' fees) of every kind whatsoever which may arise in whole or in part, directly or indirectly, from or be connected with: (i) OPERATOR'S acts or omissions in connection with the Card Program; (ii) the breach of any covenant or agreement of OPERATOR contained in this Agreement; or (iii) any violation by OPERATOR of the Program Guidelines.

12. **Governing Law, Jurisdiction**. This Operator Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, without regard to the conflicts of laws principles thereof. Each Party hereby irrevocably and

unconditionally consents to the exclusive jurisdiction of the courts of the Commonwealth of Kentucky and the United States District Court for the Western District of Kentucky for any actions, suits, or proceedings arising out of or relating to this Operator Agreement, and agrees that any such action, suit or proceeding shall be brought only in such courts (and waives any objection based on forum non conveniens or any other objection to venue therein).

13. **Changing this Agreement/Termination.** LJSGC may change this Operator Agreement at any time by giving OPERATOR written notice at least thirty (30) days in advance in order to make any changes in the terms of this Agreement necessary to comply with applicable law. Either Party may terminate this Operator Agreement with or without cause upon thirty (30) days prior written notice to the other Party of its intent to terminate this Operator Agreement.

14. **Notices.** Any notice required to be given under this Operator Agreement shall be in writing and shall be deemed received as reasonably evidenced via receipted mail (including e-mail, overnight delivery, or Certified Mail—Return Receipt Requested), postage prepaid, as applicable, and addressed to the Parties and individuals at the addresses set forth below or the latest address specified in writing.

LJSGC:	**OPERATOR:**
LJSGC, Inc.	_____
10503 Timberwood Circle, Ste. 213	_____
Louisville, KY 40223	_____
Attn: Angela Grant Vice President, LJSGC	Attn:_____
Phone: (502) 805-0979	Title:_____
E-mail: agrant@alliancecost.com	Phone:_____
	E-mail:_____

15. **Assignment.** OPERATOR may not assign its rights or obligations under this Operator Agreement to any other party without the written consent of LJSGC, except that OPERATOR may assign its rights and obligations under this Operator Agreement to a Long John Silver's restaurant operator who purchases OPERATOR's stores if such Long John Silver's restaurant operator is eligible to participate in the Card Program. LJSGC may assign all its rights under this Operator Agreement to any entity or person controlling, controlled by or under common ownership with LJSGC.

16. **Severability/Waiver.** The provisions of this Operator Agreement shall be severable and the invalidity of any provision, or portion thereof, shall not affect the enforceability of the remaining provisions. Failure or delay on the part of either Party to exercise any right, power, privilege or remedy under this Operator Agreement shall not constitute a waiver thereof. No modification or waiver by either Party of any provision shall be deemed to have been made unless made in writing.

17. **Entire Agreement.** This Operator Agreement and its Schedules constitute the entire understanding between the Parties and supersedes all previous agreements or negotiations on the subject matter herein, whether written or oral.

IN WITNESS WHEREOF, the Parties have executed this Operator Agreement through their duly authorized signatories as of this _____ day of _____, 202__.

LJSGC, INC.	**OPERATOR**
By _____	By _____
Printed Name:_____	Printed Name:_____
Title:_____	Title:_____

Schedule A

LONG JOHN SILVER'S® GIFT CARD PROGRAM GUIDELINES

(Amended as of March 23, 2017)

These Long John Silver's® Gift Card Program Guidelines (the "Program Guidelines") set forth the official rules, operating procedures, and policies regarding operation of the Card Program. Only the Board of Directors of LJSGC, Inc. ("LJSGC") may amend these Program Guidelines. If an amendment is made to the Program Guidelines, it will become effective thirty (30) days after official notice has been given to each participating OPERATOR in accordance with the Operator Agreement. Capitalized terms used in these Program Guidelines but not defined herein shall have the meanings assigned to them in the Operator Agreement.

Program Administration

LJSGC, a wholly owned subsidiary of the Long John Silver's National Purchasing Co-op, Inc. (the "LJS Co-op"), administers the Card Program (the "Card Program"). Participation in the Card Program is limited to OPERATORS and their Qualified Locations, which include all Company and Franchise units with Long John Silver's as the operating brand.

The Card Program is currently comprised of (i) the member program where cards are activated in Qualified Locations and (ii) sales of pre-activated, discounted bulk card orders (the Scrip/Corporate Reward/B2B program). The Scrip Cards are purchased in connection with Scrip fundraising programs. The B2B Cards are sold at third party retail locations. LJSGC provides legal support to the Card Program.

Program Participation

Requirements

In order to participate in the Card Program, each OPERATOR must complete the Card Program enrollment package. This package includes the following three elements:

- Gift Card Participation Agreement;
- Schedule B - Qualified Location list; and
- Schedule C - ACH Authorization
- Form W-9

In addition, each Operator must meet three on-going criteria to participate in the Card Program:

- Be current with all financial settlements with LJSGC.
- Ensure that all the OPERATOR's Qualified Locations are capable of being connected to the Card Program and are connected through the Qualified Locations' POS, credit card terminal, or standalone Card terminal.
- Be in compliance with all Card program legal directions from LJSGC.

The Physical Card

Controls of the Graphics

Long John Silver's, LLC is responsible for the design and production of the Cards and Card carriers. Consistent with maintaining a fiscally conservative Program, LJSGC must approve the cost of both the Card and the carrier.

Card Consignment Process

Cards will be provided to OPERATORS on a consignment basis. Per store inventory levels should not exceed 200 Cards per store. In the event inventory levels exceed 200 Cards per store and/or an excessive number of Cards are lost, stolen, damaged, or in any way made unusable, the OPERATOR will be charged $0.50 per Card. These funds will be collected through an ACH transaction (see Operator Transaction Fees below). LJSGC keeps a perpetual inventory of consigned Cards by OPERATOR, and this perpetual inventory will be reduced to reflect the billing described above.

If a Card is activated, the consigned inventory will be reduced at no cost to the Operator.

Card Distribution

Alliance Cost Containment, LLC distributes the Cards on behalf of LJSGC. Cards will be provided to OPERATORS at no charge except for a $2.50/bundle handling fee. Card carriers will be available for purchase at cost. The OPERATOR will be responsible for shipping costs. Qualified Locations will be able to reorder Cards on an as-needed basis. Ordering controls may be implemented at the sole discretion of LJSGC in order to ensure adequate supply for the entire system.

Transactions and Financial Settlement

Activation Transactions

When an OPERATOR activates a Card, the OPERATOR is, in effect, opening an account for that Card at LJSGC and taking payment from the customer. This payment, received by the Qualified Location, is then sent to LJSGC through a nightly ACH process. LJSGC retains the liability for outstanding Cards and the corresponding cash for all outstanding OPERATOR Card balances.

Redemption Transactions

When a customer redeems a Card at a Qualified Location, the customer is making a withdrawal from the Card's account, and the Qualified Location will be paid for honoring the withdrawal by LJSGC.

Daily Financial Settlement

The Card processor, currently Bank of America Merchant Services, will report all Card activity by day, Qualified Location, and bank account on a secure web site. Each day's activity will be posted after 10:00 a.m. EST the following day. LJSGC will initiate an ACH transaction to each OPERATOR's designated bank account that will either deposit the amount of net redemptions less fees into the designated account or withdraw the amount of net activations from the designated account. The ACH will be submitted during the afternoon following the day the transaction takes place, for settlement the day after the ACH is submitted (i.e., there is a two day

lag from the date of the Card transaction to the ACH settlement). See Section 3(B) of the Operator Agreement for an example of the daily financial settlement process.

Returned ACH

There are two primary ACH returns. The first, "ACH Account Unknown" is caused by the OPERATOR changing its designated bank account without first communicating the change to the LJSGC. The second, "ACH – NSF" is due to the OPERATOR not having sufficient funds to cover the amount of an ACH withdrawal.

Either situation must be resolved quickly. LJSGC will work actively to solve the problem with the OPERATOR, but, if the problem is not resolved within 10 days or if the outstanding balance becomes significant, LJSGC may exclude the OPERATOR from the Card Program, and the OPERATOR will not be able to execute any Card transactions until LJSGC reconnects them to the system.

How to Change the Designated Bank Account

Instructions on how to communicate a bank account change to LJSGC can be obtained by calling Alliance Cost Containment at 1-502-805-0979 and asking for the Long John Silver's Gift Card Support Team.

Card Service and OPERATOR Transaction, and POS Software Fees

The Card Program has three sources of revenue to pay for the cost of the Card Program: (i) interest income on Card balances; (ii) card revenue from outstanding Card Program Card balances (please note individual Card balances are never reduced); and (iii) OPERATOR transaction fees on Card Program. It is anticipated that these sources will offset the following costs: producing and distributing Cards and Card carriers, marketing costs, Card Program transaction fees, help desk support to OPERATORS and customers, and allocated administration costs. LJSGC has structured the Card Program to be financially conservative while keeping the participation costs for OPERATORS as low as possible.

Card Service Fees

LJSGC will not charge a service fee on unused Card balances, and Cards will not expire.

OPERATOR Transaction Fees

The OPERATOR transaction fees listed below will be billed on a monthly basis and settled via an ACH transaction. Redemption fees are settled daily.

General participation fees:

Activation Fee	=	no charge
ACH Return Fee	=	$10.00 per return
Consigned card shortfall fee	=	$0.50/card
Redemption Fee for member program Cards	=	2.5% of redeemed value
Redemption Fee for Scrip Cards	=	10% of redeemed value
Redemption Fee for B2B Cards	=	20% of redeemed value

The LJSGC Board of Directors may increase, decrease, or change transaction fees as needed to support the financial requirements of the Card Program.

If There Is Net Income, How Will It Be Distributed?

If there is accumulated net income in the Card Program with respect to business with OPERATORS who are members of the LJS Co-op, LJSGC's Board may decide to issue a distribution in the form of a patronage dividend based on the pro-rata value of total activations during the designated period by each OPERATOR who is a member of the LJS Co-op. OPERATORS who are not members of the LJS Co-op are not eligible to receive patronage dividends, or any other type of dividends, from LJSGC.

Protection of Program Assets

LJSGC is expected to have large cash balances related to the value stored on the outstanding Cards. Although interest income is an important source of income to the Card Program, the driving investment strategy is capital preservation. Consistent with the LJS Co-op's existing policies, the Card Program's funds will be invested in short term government backed and investment grade (A1+ / P1 rated) commercial bonds.

Notices

Any notice to LJSGC required to be given under the Operator Agreement or these Program Guidelines must be sent to:

Alliance Cost Containment, LLC
10503 Timberwood Circle, #120
Louisville, Kentucky 40223
Attention: Angela Grant

The address above replaces the address for notices that is listed in the Operator Agreement.

Termination of Relationship with UFPC

Because the relationship between the Co-op and UFPC (now Restaurant Supply Chain Solutions, LLC) terminated as of July 31, 2015, Section 8 of the Operator Agreement no longer applies with respect to amounts an OPERATOR owes to UFPC or any of its members.

Schedule B

Qualified Locations

Schedule B –1

Schedule C

Automated Clearing House Authorization

_____ hereby authorizes LJSGC, Inc. or Bank of America Merchant Services, to initiate transfers to and from the account identified.

Bank Name: _____

Bank Address: _____
_____
_____

Account Number: _____
ABA Number _____

Please attach a voided check to this form upon submission.

_____
(Signature)

Name: _____

Title: _____

Address: _____

EXHIBIT I-2

GIFT CARD PARTICIPATION AGREEMENT (FOR NON-MEMBERS OF THE LJS CO-OP)

LONG JOHN SILVER'S® GIFT CARD PARTICIPATION AGREEMENT FOR NON-MEMBERS

This Long John Silver's® Gift Card Participation Agreement for Non-Members (this "Operator Agreement") is between the undersigned Long John Silver's restaurant operator (the "OPERATOR") and LJSGC, Inc., a Colorado corporation ("LJSGC"). (OPERATOR and LJSGC are hereinafter collectively referred to as the "Party" or "Parties" as the case may be.)

Recitals

WHEREAS, LJSGC is a wholly owned subsidiary of the Long John Silver's National Purchasing Co-op, Inc. (the "LJS Co-op").

WHEREAS, LJSGC administers a gift card program pursuant to which LJSGC issues stored value cards ("Cards") which may be used to purchase goods at certain Long John Silver's® locations, as designated from time to time by LJSGC (the "Card Program"); and

WHEREAS, OPERATOR desires to participate in the Card Program subject to the terms and conditions of this Operator Agreement;

NOW, THEREFORE, in consideration of the foregoing and the covenants and other agreements contained herein, the Parties agree as follows:

1. **Participation.** During the term of this Operator Agreement and subject to the other provisions of this Operator Agreement:

A. LJSGC shall administer the Card Program on behalf of the OPERATOR and such other operators as may wish to participate in the Card Program. Specifically, LJSGC (directly or through others) agrees to:

(i) provide the Cards on consignment related to the Card Program;

(ii) manage the relationship with Bank of America Merchant Services ("BAMS"), the Card Program vendor, or any replacement Card Program vendor;

(iii) work with BAMS, or any replacement Card Program vendor, to authorize, process and settle Card transactions effected by OPERATOR, provide related reporting for accounting and reconciliation purposes, and related customer service; and

(iv) establish Card Program guidelines which will consist of Card Program rules, operating procedures, policies and compliance issues and such other matters as LJSGC may from time to time advise OPERATOR (collectively, the "Card Program Guidelines" attached and made a part hereof as Schedule A) which, as amended from time to time by the LJSGC Board of Directors, shall all become a part of this Operator Agreement.

B. By participating in the Card Program, OPERATOR agrees to:

(i) accept Cards at all of its qualifying locations capable of connecting to the Card
Program ("Qualified Locations"), as currently specified in Schedule B, attached and made a part hereof, and any new Qualified Locations;

(ii) process transactions and conduct its business in accordance with the Program Guidelines;

(iii) activate Cards and collect funds from the activation of Cards on behalf of LJSGC;

(iv) redeem Cards and submit the redemptions to LJSGC for payment;

(v) maintain sufficient funds in a bank account designated herein for payment of any amounts due to LJSGC; and

(vi) display Card Program materials as required and approved by LJSGC.

OPERATOR shall provide prior written notice to LJSGC in order to add new Qualified Locations to the Card Program or remove Qualified Locations from the Card Program which no longer qualify. OPERATOR acknowledges and agrees that, because OPERATOR is not a member of the LJS Co-op, OPERATOR is not a patron of LJSGC, is not eligible to receive patronage dividends from LJSGC, does not have any voting rights with respect to the LJS Co-op or LJSGC, and may only participate in the Card Program pursuant to the terms of this Operator Agreement. The preceding sentence will not be applicable in the event OPERATOR becomes a member of the LJS Co-op.

2. **Authorization.** OPERATOR shall be responsible for obtaining an electronic authorization in advance for each Card activation or redemption by using equipment that captures all required data elements directly from the Card's magnetic stripe and submits such information through an electronic access to the authorization network designated by LJSGC. OPERATOR shall be responsible for obtaining voice telephone authorization in advance for each Card activation or redemption that cannot be authorized electronically when the designated electronic authorization and verification system is inoperable for any reason or is otherwise not accessible to OPERATOR.

3. **Settlement of Card Transactions.** OPERATOR shall pay all funds collected from the activation of Cards (less adjustments) ("Activation Funds") to LJSGC. LJSGC will owe funds to OPERATOR to the extent that Cards are redeemed at the Qualified Locations (the "Redemption Funds"). The amount of the Redemption Funds will be based upon gross redemptions, less credits/refunds, adjustments, fraud losses; and any other amounts then due from OPERATOR to LJSGC. The settlement of Activation Funds and Redemption Funds shall be processed in the following way:

A. Bank Account. OPERATOR shall identify a bank account through which all Card transactions shall be processed (the "Settlement Account"). OPERATOR shall execute the authorization instructions set out in the OPERATOR Automated

Clearing House ("ACH") Authorization attached and made a part hereof as Schedule C, and otherwise provide such information and documentation to LJSGC and or its authorized vendor as may be necessary to initiate ACH transfers to and from the Settlement Account.

B. Reconciliation of the Settlement Account. OPERATOR shall no later than the end of each business day deposit all of the prior day's Activation Funds into the Settlement Account. LJSGC or its vendor will reconcile Activation Funds against Redemption Funds on a daily basis, or as defined in the Program Guidelines, and will initiate a transfer of the net balance of the funds whether they be due to or from LJSGC (the "Settlement Funds") through the ACH network to or from the Settlement Account. OPERATOR shall always maintain a balance in the Settlement Account equal to the full amount of each day's Activation Funds until LJSGC has initiated the settling ACH transfer. The reconciliation and transfer of Settlement Funds and the ACH transfers generally will occur three (3) business days after the activation or redemption date. As an example of the settlement process, if OPERATOR activates $1,000 in Cards during the day and redeems $400, the net amount of $600 will be payable to LJSGC as Settlement Funds. LJSGC will initiate an ACH transfer from the Settlement Account in the amount of $600, and the OPERATOR then keeps the remaining $400. On the other hand, should OPERATOR redeem $1,000 in Cards and activate only $400 during the day, LJSGC will initiate an ACH transfer of $600 to the Settlement Account.

4. Adjustments and Collection of Amounts Due from OPERATOR. If OPERATOR believes any adjustments are necessary with respect to any debits or credits effected by LJSGC with respect to OPERATOR's Account for any amounts due to or due from OPERATOR, or if OPERATOR has any other questions or concerns regarding its Card transactions that are processed and settled by LJSGC or regarding any report provided by LJSGC, OPERATOR shall provide written notice to LJSGC at the address listed in Section 14 below within fifteen (15) days following completion of the transaction or report.

5. Consideration. The OPERATOR's sole consideration for entering into this Operator Agreement shall be the opportunity to participate in the Card Program and the ability to redeem Cards for purchases at its Qualified Locations. LJSGC shall charge fees necessary for the administration and operation of the Card Program in accordance with the Program Guidelines (the "Operator Transaction Fees"). Each month, LJSGC will initiate an ACH transfer from the Settlement Account to pay the Operator Transaction Fees (other than redemption fees) for the preceding month. Redemption fees will be settled daily as described in the Card Program Guidelines and Section 3 of the Operator Agreement. LJSGC will provide OPERATOR with a statement on its web-site of the amount of Operator Transaction Fees to be billed one week prior to each such ACH transfer.

6. Confidentiality. In the course of performing under this Operator Agreement, each Party may be exposed to information and data about the other Party, Long John Silver's, LLC, and/or the Card Program ("Confidential Information"). Each Party, using the same standard of care which it uses to protect its own information from disclosure, agrees to hold such Confidential Information confidential and to not disclose to others any Confidential Information without the prior written consent of the other Party. Further, each

Party shall limit its use of Confidential Information to the performance of the services contemplated under this Agreement and for no other purpose. This obligation does not apply to information which is in the public domain prior to commencement of the Card Program or at a later date through no action or inaction of the receiving Party or to information required to be disclosed by applicable law. If the Confidential Information is requested by law to be disclosed, then the Party requested to disclose such information must, within twenty-four (24) hours of such request, give notice to the other Party of such request, in order to give that Party an opportunity to go before the requesting authority to argue against the release of such Confidential Information. All Confidential Information is and shall remain the property of the owning Party and shall be returned to that Party upon the completion or earlier termination of this Agreement, or as may otherwise be requested by the owning Party. Each Party shall notify the other applicable Party in writing of any actual or suspected misuse, misappropriation or unauthorized disclosure of Confidential Information which may come to such Party's attention.

7. Term; Events of Default.

A. This Operator Agreement shall become effective upon its execution by OPERATOR and LJSGC. This Operator Agreement shall remain in full force until either Party (i) provides thirty (30) days prior written notice to the other Party of its intent to terminate this Agreement or (ii) otherwise terminates this Operator Agreement as provided below.

B. The occurrence of any of the following events shall constitute an "Event of Default" by either OPERATOR or LJSGC, as the case may be:

(i) fraud by OPERATOR or by OPERATOR's employees or by LJSGC;

(ii) OPERATOR shall have insufficient funds in the Settlement Account to complete the reconciliation and ACH transfer of Settlement Funds, or LJSGC shall fail to make a reconciliation of Settlement Funds in an amount which is adequate and correct;

(iii) OPERATOR or LJSGC shall default in any material respect in the performance or observance of any term, covenant, condition or agreement contained in this Agreement or the Program Guidelines, or

(iv) any case or proceeding shall be commenced by or against OPERATOR or LJSGC under the federal bankruptcy laws of the United States or under any other laws, relating to bankruptcy, insolvency, reorganization, winding up, adjustment of debts, appointment of a trustee, receiver, custodian, liquidator or the like for OPERATOR or LJSGC or for all or any substantial part of OPERATOR's or LJSGC's assets; OPERATOR or LJSGC shall generally become unable to pay its debts or trade obligations as they become due; or OPERATOR or LJSGC shall make a general assignment for the benefit of creditors.

Upon the occurrence of an Event of Default by one Party (the "Defaulting Party"), this Agreement may be terminated immediately by the other Party (the "Non-

Defaulting Party") without notice, and all amounts payable up to the date of termination hereunder by the Defaulting Party to the Non-Defaulting Party shall thereupon be due and payable in full. This Agreement may be terminated, by written notice to OPERATOR, if OPERATOR fails to cure any default listed in the Program Guidelines within ten (10) business days after receipt by OPERATOR of written notice from LJSGC detailing such default, and, upon receipt of such notice, all amounts payable hereunder by OPERATOR to LJSGC shall be due and payable on demand.

8. **Application of Patronage Dividends.** This section of the Operator Agreement shall only apply in the event OPERATOR becomes a member of the LJS Co-op. OPERATOR acknowledges that the portion of any patronage dividends which would otherwise be payable in cash to OPERATOR may be applied by LJSGC to the payment of any indebtedness of OPERATOR, the repayment of which is in default, owed to LJSGC, Alliance Cost Containment, LLC ("ACC"), or the LJS Coop; provided that an amount equal to twenty percent (20%) of the total annual patronage dividends distributable for the applicable year to OPERATOR shall nevertheless be paid in cash if OPERATOR so requests in a writing received by LJSGC within thirty (30) days of the first day of the LJSGC's fiscal year. OPERATOR may obtain a copy of LJSGC's Bylaws by writing LJSGC at the address in Section 14 below.

9. **Performance of Duties.** Except for the payment of money due, no Party shall be liable for its failure to perform under this Agreement if such failure arises out of causes beyond the control and without the fault or negligence of such Party. Such causes may include but are not limited to Acts of God, fires, wars, riots, strikes, acts, omissions or delays by an unaffiliated third party or acts of civil or military authorities.

10. **No Warranties; Exclusion of Damages.** LJSGC makes no warranty, either express or implied, or representation with regard to the services or the Card Program provided under this Agreement, except that LJSGC warrants that the intellectual property used in the Card Program is either owned by LJSGC or has been properly licensed to LJSGC by the owner of the intellectual property and that OPERATOR shall not be liable to any third party claiming infringement of such intellectual property. OPERATOR acknowledges that there is no guarantee of success with regard to the Card Program and that LJSGC may terminate the entire Card Program, in its sole discretion, with thirty (30) days prior written notice. IN NO EVENT SHALL LJSGC BE LIABLE FOR CLAIMS OR DAMAGES RELATED IN ANY WAY TO THE CARD PROGRAM UNDER ANY LEGAL OR EQUITABLE THEORY FOR LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

11. **Indemnity**. OPERATOR hereby agrees to defend, indemnify and hold harmless LJSGC from and against any and all actions, claims, suits, losses, damages, obligations, liabilities and/or expenses (including reasonable attorneys' fees) of every kind whatsoever which may arise in whole or in part, directly or indirectly, from or be connected with: (i) OPERATOR'S acts or omissions in connection with the Card Program; (ii) the breach of any covenant or agreement of OPERATOR contained in this Agreement; or (iii) any violation by OPERATOR of the Program Guidelines.

12. **Governing Law, Jurisdiction**. This Operator Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, without regard to the conflicts of laws principles thereof. Each Party hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the courts of the Commonwealth of Kentucky and the United States District Court for the Western District of Kentucky for any actions, suits, or proceedings arising out of or relating to this Operator Agreement, and agrees that any such action, suit or proceeding shall be brought only in such courts (and waives any objection based on forum non conveniens or any other objection to venue therein).

13. **Changing this Agreement/Termination.** LJSGC may change this Operator Agreement at any time by giving OPERATOR written notice at least thirty (30) days in advance in order to make any changes in the terms of this Agreement necessary to comply with applicable law. Either Party may terminate this Operator Agreement with or without cause upon thirty (30) days prior written notice to the other Party of its intent to terminate this Operator Agreement.

14. **Notices.** Any notice required to be given under this Operator Agreement shall be in writing and shall be deemed received as reasonably evidenced via receipted mail (including e-mail, overnight delivery, or Certified Mail—Return Receipt Requested), postage prepaid, as applicable, and addressed to the Parties and individuals at the addresses set forth below or the latest address specified in writing.

LJSGC:	**OPERATOR:**
LJSGC, Inc.	_____
10503 Timberwood Circle, Ste. 213	_____
Louisville, KY 40223	_____
Attn: Angela Grant Vice President, LJSGC	Attn:_____
Phone: (502) 805-0979	Title:_____
E-mail: agrant@alliancecost.com	Phone:_____
	E-mail:_____

15. **Assignment.** OPERATOR may not assign its rights or obligations under this Operator Agreement to any other party without the written consent of LJSGC, except that OPERATOR may assign its rights and obligations under this Operator Agreement to a Long John Silver's restaurant operator who purchases OPERATOR's stores if such Long John Silver's restaurant operator is eligible to participate in the Card Program. LJSGC may assign all its rights under this Operator Agreement to any entity or person controlling, controlled by or under common ownership with LJSG.

16. **Severability/Waiver.** The provisions of this Operator Agreement shall be severable and the invalidity of any provision, or portion thereof, shall not affect the enforceability of the remaining provisions. Failure or delay on the part of either Party to exercise any right, power, privilege or remedy under this Operator Agreement shall not constitute a waiver thereof. No modification or waiver by either Party of any provision shall be deemed to have been made unless made in writing.

17. **Entire Agreement.** This Operator Agreement and its Schedules constitute the entire understanding between the Parties and supersedes all previous agreements or negotiations on the subject matter herein, whether written or oral.

IN WITNESS WHEREOF, the Parties have executed this Operator Agreement through their duly authorized signatories as of this _____ day of _____, 202__.

LJSGC, INC.	**OPERATOR**
By _____	By _____
Printed Name:_____	Printed Name:_____
Title:_____	Title:_____

Schedule A

LONG JOHN SILVER'S® GIFT CARD PROGRAM GUIDELINES

(Amended as of March 23, 2017)

These Long John Silver's® Gift Card Program Guidelines (the "Program Guidelines") set forth the official rules, operating procedures, and policies regarding operation of the Card Program. Only the Board of Directors of LJSGC, Inc. ("LJSGC") may amend these Program Guidelines. If an amendment is made to the Program Guidelines, it will become effective thirty (30) days after official notice has been given to each participating OPERATOR in accordance with the Operator Agreement. Capitalized terms used in these Program Guidelines but not defined herein shall have the meanings assigned to them in the Operator Agreement.

Program Administration

LJSGC, a wholly owned subsidiary of the Long John Silver's National Purchasing Co-op, Inc. (the "LJS Co-op"), administers the Card Program (the "Card Program"). Participation in the Card Program is limited to OPERATORS and their Qualified Locations, which include all Company and Franchise units with Long John Silver's as the operating brand.

The Card Program is currently comprised of (i) the member program where cards are activated in Qualified Locations and (ii) sales of pre-activated, discounted bulk card orders (the Scrip/Corporate Reward/B2B program). The Scrip Cards are purchased in connection with Scrip fundraising programs. The B2B Cards are sold at third party retail locations. LJSGC provides legal support to the Card Program.

Program Participation

Requirements

In order to participate in the Card Program, each OPERATOR must complete the Card Program enrollment package. This package includes the following three elements:

- Gift Card Participation Agreement;
- Schedule B - Qualified Location list; and
- Schedule C - ACH Authorization
- Form W-9

In addition, each Operator must meet three on-going criteria to participate in the Card Program:

- Be current with all financial settlements with LJSGC.
- Ensure that all the OPERATOR's Qualified Locations are capable of being connected to the Card Program and are connected through the Qualified Locations' POS, credit card terminal, or standalone Card terminal.
- Be in compliance with all Card program legal directions from LJSGC.

The Physical Card

Controls of the Graphics

Long John Silver's, LLC is responsible for the design and production of the Cards and Card carriers. Consistent with maintaining a fiscally conservative Program, LJSGC must approve the cost of both the Card and the carrier.

Card Consignment Process

Cards will be provided to OPERATORS on a consignment basis. Per store inventory levels should not exceed 200 Cards per store. In the event inventory levels exceed 200 Cards per store and/or an excessive number of Cards are lost, stolen, damaged, or in any way made unusable, the OPERATOR will be charged $0.50 per Card. These funds will be collected through an ACH transaction (see Operator Transaction Fees below). LJSGC keeps a perpetual inventory of consigned Cards by OPERATOR, and this perpetual inventory will be reduced to reflect the billing described above.

If a Card is activated, the consigned inventory will be reduced at no cost to the Operator.

Card Distribution

Alliance Cost Containment, LLC distributes the Cards on behalf of LJSGC. Cards will be provided to OPERATORS at no charge except for a $2.50/bundle handling fee. Card carriers will be available for purchase at cost. The OPERATOR will be responsible for shipping costs. Qualified Locations will be able to reorder Cards on an as-needed basis. Ordering controls may be implemented at the sole discretion of LJSGC in order to ensure adequate supply for the entire system.

Transactions and Financial Settlement

Activation Transactions

When an OPERATOR activates a Card, the OPERATOR is, in effect, opening an account for that Card at LJSGC and taking payment from the customer. This payment, received by the Qualified Location, is then sent to LJSGC through a nightly ACH process. LJSGC retains the liability for outstanding Cards and the corresponding cash for all outstanding OPERATOR Card balances.

Redemption Transactions

When a customer redeems a Card at a Qualified Location, the customer is making a withdrawal from the Card’s account, and the Qualified Location will be paid for honoring the withdrawal by LJSGC.

Daily Financial Settlement

The Card processor, currently Bank of America Merchant Services, will report all Card activity by day, Qualified Location, and bank account on a secure web site. Each day’s activity will be posted after 10:00 a.m. EST the following day. LJSGC will initiate an ACH transaction to each OPERATOR’s designated bank account that will either deposit the amount of net redemptions less fees into the designated account or withdraw the amount of net activations from the designated account. The ACH will be submitted during the afternoon following the day the transaction takes place, for settlement the day after the ACH is submitted (i.e., there is a two day

lag from the date of the Card transaction to the ACH settlement). See Section 3(B) of the Operator Agreement for an example of the daily financial settlement process.

Returned ACH

There are two primary ACH returns. The first, "ACH Account Unknown" is caused by the OPERATOR changing its designated bank account without first communicating the change to the LJSGC. The second, "ACH – NSF" is due to the OPERATOR not having sufficient funds to cover the amount of an ACH withdrawal.

Either situation must be resolved quickly. LJSGC will work actively to solve the problem with the OPERATOR, but, if the problem is not resolved within 10 days or if the outstanding balance becomes significant, LJSGC may exclude the OPERATOR from the Card Program, and the OPERATOR will not be able to execute any Card transactions until LJSGC reconnects them to the system.

How to Change the Designated Bank Account

Instructions on how to communicate a bank account change to LJSGC can be obtained by calling Alliance Cost Containment at 1-502-805-0979 and asking for the Long John Silver's Gift Card Support Team.

Card Service and OPERATOR Transaction, and POS Software Fees

The Card Program has three sources of revenue to pay for the cost of the Card Program: (i) interest income on Card balances; (ii) card revenue from outstanding Card Program Card balances (please note individual Card balances are never reduced); and (iii) OPERATOR transaction fees on Card Program. It is anticipated that these sources will offset the following costs: producing and distributing Cards and Card carriers, marketing costs, Card Program transaction fees, help desk support to OPERATORS and customers, and allocated administration costs. LJSGC has structured the Card Program to be financially conservative while keeping the participation costs for OPERATORS as low as possible.

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Protection of Program Assets

LJSGC is expected to have large cash balances related to the value stored on the outstanding Cards. Although interest income is an important source of income to the Card Program, the driving investment strategy is capital preservation. Consistent with the LJS Co-op's existing policies, the Card Program's funds will be invested in short term government backed and investment grade (A1+ / P1 rated) commercial bonds.

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Alliance Cost Containment, LLC
10503 Timberwood Circle, #120
Louisville, Kentucky 40223
Attention: Angela Grant

The address above replaces the address for notices that is listed in the Operator Agreement.

Termination of Relationship with UFPC

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Schedule B

Qualified Locations

Schedule B –1

Schedule C

Automated Clearing House Authorization

_____ hereby authorizes LJSGC, Inc. or Bank of America Merchant Services, to initiate transfers to and from the account identified.

Bank Name: _____

Bank Address: _____

_____

_____

Account Number: _____

ABA Number _____

Please attach a voided check to this form upon submission.

_____

(Signature)

Name: _____

Title: _____

Address: _____

EXHIBIT J

LONG JOHN SILVER'S FRANCHISEE ADOPTION AGREEMENT

3773 Corporate Center Drive
Earth City, MO 63045
www.interfacesystems.com

Confidential

LONG JOHN SILVER'S FRANCHISEE ADOPTION AGREEMENT

Long John Silver's Master Services Agreement

By executing this ADOPTION AGREEMENT effective this ___day of _____,_____ the undersigned franchisee ("Franchisee") of Long John Silver's, LLC agrees to be bound by the terms and conditions of the Long John Silver's, LLC Master Services Agreement and Statement of Work ("SOW") between Long John Silver's, LLC and Interface Security Systems, LLC ("Company"), dated 12/31/2018 for purposes of any purchases of products or services received by Franchisee under such MSA and SOW. The initial term of the SOW for each site will begin when that site is first provided services for an initial term of five (5) years. The initial sites are listed on the attached Schedule G.

Agreed and Accepted.

Interface _____

Authorized Signature: _____

Date: _____

3773 Corporate Center Drive
Earth City, MO 63045
www.interfacesystems.com

Franchise Group _____

Authorized Signature: _____

Address: _____

_____

_____

Contact: _____

Contact Telephone #: _____

Date: _____

Schedule G

Store #	Address	City	State	Zip	Phone #

EXHIBIT A

MASTER SERVICES AGREEMENT

Master Services Agreement (MSA)

Long John Silver's, LLC.
10350 Ormsby Park Place 3rd floor
Louisville, KY 40223

By: Brad Gardome
Name: Brad Gardome
Title: VP of IT Services
Date: 12/31/2018

Interface Security Systems, LLC
3773 Corporate Center Drive
Earth City, MO 63045

By: Kenneth Sperneder
Name: Kenneth Sperneder
Title: CFO
Date: 12/31/2018

This Master Services Agreement, together with any Attachments, Schedules and Statements of Work ("SOWs") made part hereof ("Agreement"), is made by and between Interface Security Systems, LLC ("Company" or "ISS"), on behalf of itself and its affiliates and successors and Long John Silver's, LLC. ("Customer"), on behalf of its affiliates and successors. Company or its providing affiliate will provide to Customer and its affiliates the Services (as defined below) as set forth herein.

This Agreement shall be effective on the date of acceptance and execution of this Agreement by both parties ("Effective Date"). Acceptance of this Agreement by Company is subject to Customer meeting the Company's standard credit terms and conditions, which may be based on commercially available credit reviews and to which Customer hereby consents.

TERMS AND CONDITIONS

1. SYSTEMS. Company agrees to install or cause to be installed Company owned (unless otherwise set forth in a SOW) and maintained equipment as specified on the attached SOWs, which are attached hereto and incorporated herein by reference, and any future SOWs agreed to by the parties (collectively, the "Systems").
2. SERVICES. Company will manage for Customer the standardized and resilient IP-based platform for the store broadband network, backup communications, wireless LAN, VoIP, IP and other services (collectively, the "Services") each as identified in all SOWs attached to this Agreement and any future SOWs agreed to by the parties.
3. TERM. The "Initial Term" of this Agreement shall begin on the Effective Date and end on the later of: (i) 60 months after the last signature dated on this Agreement or (ii) 60 months after the last Location Start Date (as defined in the SOW attached hereto) of the New Customer Locations (as defined in the SOW attached hereto.). This Agreement shall automatically renew for successive periods of one (1) month (each, an "Extended Term"), unless either party has delivered written notice of its intent to terminate this Agreement to the other at least thirty (30) days prior to the end of the Initial Term or any Extended Term. Following such notice, this Agreement shall remain in effect until the Term under each SOW has expired. "Term" shall mean the Initial Term and any Extended Term.
4. RETURN OF COMPANY-OWNED SYSTEMS UPON TERMINATION. If the Systems are owned by the Company, Customer shall, at its sole cost, without demand return all Systems to the Company within thirty (30) days following the termination of this Agreement unless otherwise specified in an applicable SOW.
5. EARLY TERMINATION CHARGES. If: (a) Customer terminates this Agreement during the Term for reasons other than Cause; or (b) Company terminates this Agreement for Cause pursuant to Section 6 hereof, then Customer shall pay the early termination fee set forth in the applicable SOW and all related taxes, governmental fees and other charges for the remaining site months. With respect to a site-specific cancellation, a proportional Move/Add/Change Fee shall apply.
6. TERMINATION. Either party may terminate this Agreement without Cause upon sixty (60) days prior written notice or at any time for Cause. As to the payment of invoices, "Cause" shall mean the Customer's failure to pay any undisputed charges on invoice within forty-five (45) days after the date of the invoice, provided that written notice of the breach has been given to Customer, and the breach has not been cured within thirty (30) days after delivery of such notice. For all other matters, "Cause" shall mean a breach by the other party of any material provision of this Agreement, provided that written notice of the breach has been given to the breaching party, and the breach has not been cured within sixty (60) days after delivery of such notice.
7. RATES AND CHARGES. Customer agrees to pay the rates and charges set forth in this Agreement (see attached SOWs). If Customer receives Services that do not have a rate, charge or discount expressly set forth in this Agreement, Customer shall pay Company's standard rates for such Services, less any applicable discounts and credits based on the volume of business that Customer is then providing to Company.
8. GOVERNMENTAL CHARGES. Company may adjust its rates and charges or impose additional rates and charges, upon sixty (60) days' written notice to Customer, in order to recover amounts Company is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs (collectively, "Governmental Charges"). All Governmental Charges shall be pass-through charges to Customer, without any mark up by Company.
9. CHANGES TO THE AGREEMENT. Company may update the Agreement or any SOWs from time to time to comply with applicable law or regulation via written notice to Customer. If Company makes any changes to the Agreement or the SOWs that affect

Customer in a materially adverse manner, Customer, as its sole remedy, may discontinue the affected Service without liability by providing Company with written notice of discontinuance within sixty (60) days of notice of such change. Customer shall pay all charges incurred up to the time of Service discontinuance. If Customer does so, Company has the right, within sixty (60) days of Customer's notice of discontinuance, to rescind such change to the Agreement or SOWs so long as Company has determined that it can comply in all material respects with such applicable law or regulation without such change to this Agreement and accepts full responsibility of compliance and fully indemnifies Customer in relation to any failure to comply, in which case, the parties shall continue to be bound by the Agreement's terms as if the Company had not proposed the applicable change. In addition, any SOW may be updated by the mutual agreement of Company and Customer.

10. TAXES. All charges are exclusive of applicable taxes, and surcharges, which Customer agrees to pay, except that Customer shall not be liable for the payment or reimbursement to Company of any taxes or fees measured by or against Company income or property. If Customer provides Company with a duly authorized exemption certificate, Company will exempt Customer in accordance with law; effective on the date Company receives the exemption certificate.
11. PAYMENT. Customer agrees to pay Company for all undisputed charges for Services within Forty-Five (45) days of receipt of invoice. All payments must be made in U.S. Dollars. Payments must be made at the address designated on the invoice or other such place as Company may designate in writing to Customer. Undisputed amounts not paid on or before Forty-Five (45) days of receipt of invoice shall be considered past due, and Customer agrees to pay a late payment charge equal to the lessor of: (a) one percent (1%) per month, compounded; or (b) the maximum amount allowed by applicable law, as applied against the undisputed past due amounts. Notwithstanding the foregoing, the Company will not charge a late payment charge or incur any collection fees or expenses with respect to a past due amount unless it first provides Customer with written notice of the past due amount and Customer fails to pay such past due amount within 10 business days after receipt of such notice.
12. DISPUTES.
    (a) *Disputed Charges.* If Customer disputes any charges or taxes in connection with Services rendered under this Agreement, Customer shall timely pay any undisputed portion of the amounts due and provide written notice of the disputed amounts to disputes@interfacesys.com within ninety (90) days of the date of the applicable invoice. If Customer fails to provide Company with timely notice of disputed charges, (i) Customer shall waive and release Company from all related claims, demands, damages and causes of action against the Company and (ii) such invoice shall be deemed to be correct and binding on Customer. Customer shall be liable for the payment of all actual fees and expenses, including attorney's fees, reasonably incurred in collecting, or attempting to collect, any charges determined to be owed under this Agreement.
    (b) *Pre-Suit Dispute Resolution Procedure.*
        (i) The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation. If the dispute involves an aggregate amount of $5,000.00 or more, the negotiation shall take place between senior executives of the parties; if the disputed amount is less than $5,000.00, the negotiation shall take place between managers for each party who have authority to settle the controversy and who have authority over the persons with direct responsibility for administration of this Agreement. A party may initiate negotiations pursuant to this Section 12(b)(i) by giving the other party written notice of the dispute. The party receiving such notice shall submit a written response to the other party within fifteen (15) business days. Both the notice and the response shall include with reasonable particularity (A) a statement of each party's position and a summary of arguments supporting that position, and (B) the name and title of, as applicable, the senior executive or manager and any other person who will attend the negotiation session. Within 30 days after delivery of the notice, the parties designated in the notice and the response shall meet (either in person or by telephone or video conference) at a mutually acceptable time and place and attempt to resolve the dispute.
        (ii) If the matter is not resolved by negotiation pursuant to Section 12(b)(i), then the matter shall proceed to mediation. Either party may commence mediation by sending to the other party a written request for mediation, which shall include the subject of the dispute and the relief requested. The parties shall cooperate with one another to select a mutually acceptable mediator and in scheduling the mediation proceedings. The parties shall participate in the mediation in good faith and shall share equally in its costs.
        (iii) All offers, promises, conduct and statements, whether oral or written, made in the course of negotiations or mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or employees thereof, shall be confidential, privileged and inadmissible for any purpose, including impeachment, in litigation or any other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation or mediation.
        (iv) Neither party shall initiate any litigation or other legal proceeding related to this Agreement prior to the Mediation or for thirty (30) days thereafter, except to pursue a provisional remedy that is authorized by law or by agreement of the parties; provided, however, that this limitation shall not apply to a party if the other party refuses to comply with the requirements of Sections 12(b)(i) or (ii) above.
        (v) All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the procedures specified in Sections 12(b)(i) or (ii) above are pending and for thirty (30) calendar days thereafter. The parties shall take any action required to effectuate such tolling.
    (c) *Agreements Regarding Litigation.*
        (i) ALL CLAIMS, ACTIONS OR PROCEEDINGS, LEGAL OR EQUITABLE, BROUGHT UNDER THIS AGREEMENT MUST BE COMMENCED IN COURT WITHIN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ACCRUED, WITHOUT JUDICIAL EXTENSION OF TIME, OR SAID CLAIM, ACTION OR PROCEEDING IS BARRED. TIME IS OF THE ESSENCE IN THIS SECTION. CLAIMS, ACTIONS OR PROCEEDINGS BROUGHT BY THIRD PARTIES SHALL BE EXCLUDED. A CAUSE OF ACTION ACCRUES WHEN THE PARTY KNOWS OR REASONABLY SHOULD HAVE KNOWN THAT SUCH PARTY HAD A CAUSE OF ACTION.
        (ii) EACH PARTY HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING BROUGHT BY EITHER PARTY.

(iii) Each party hereby irrevocably agrees that any suit, action or other legal proceeding ("Suit") arising out of or from, in connection with or as a result of this Agreement, may be brought in the state courts or the courts of the United States located in Delaware. Each party consents to the jurisdiction and venue of each such court in any such Suit and waives any objection that it may have to jurisdiction or venue of any such Suit.

(iv) Each party consents to service of process in accordance with the notice provisions of this Agreement.

(v) In the event of litigation arising from or related to this Agreement, the non-prevailing party shall reimburse the prevailing party for all reasonable costs and expenses (including reasonable attorneys' fees) associated with the litigation upon receipt of a final non-appealable judgment from a court of competent jurisdiction.

(vi) The provisions of this Agreement that apply to any claim or potential claim shall remain in effect even after this Agreement terminates for any reason.

13. CONFIDENTIAL INFORMATION. Commencing on the date Customer executes this Agreement and continuing for a period of five (5) years from the termination of this Agreement for any reason, each party shall protect as confidential, and shall not disclose to any third party (other than to representatives of the receiving party, so long as such representatives are informed of the confidentiality restrictions contained in this Agreement and agree to maintain such confidentiality), any Confidential Information received from the disclosing party or otherwise discovered by the receiving party during the Term, including the pricing and terms of this Agreement, and any information relating to disclosing party's technology, business affairs, and marketing or sales plans (collectively, the "Confidential Information"). The parties shall use the other party's Confidential Information only for the purpose of performing its obligations under this Agreement, and in the case of Customer, to use the Services. The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that: (a) is in the possession of the receiving party at the time of its disclosure and is not otherwise subject to obligations of confidentiality; (b) is or becomes publicly known, through no wrongful act or omission of the receiving party; (c) is received without restriction from a third party free to disclose it without obligation to the disclosing party or (d) is developed independently by the receiving party without reference to the Confidential Information. In the event that receiving party is requested or required by law, rule or regulation or a subpoena, court order or similar judicial process to disclose any Confidential Information, receiving party will, if legally permissible, provide the disclosing party with prompt written notice of such request or requirement so that disclosing party may seek an appropriate protective order. If, failing the entry of a protective order, receiving party is compelled to disclose Confidential Information, receiving party may do so without liability hereunder, provided that the receiving party discloses only that portion of the Confidential Information required to be disclosed and exercises reasonable efforts to obtain assurance that confidential treatment will be accorded the disclosed Confidential Information. In any event, receiving party will not oppose an action by disclosing party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information.

14. DISCLAIMER OF WARRANTIES. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING ANY SOW, COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY COMPANY SERVICES, RELATED PRODUCTS, EQUIPMENT, SOFTWARE OR DOCUMENTATION. COMPANY SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES; INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

15. DISCLAIMER OF CERTAIN DAMAGES. IN ADDITION TO AND NOT IN LIMITATION OF THE LIMITATIONS OR DISCLAIMERS SET FORTH IN THIS AGREEMENT AND ANY SOW, EXCEPT FOR EXCLUDED CLAIMS (AS DEFINED BELOW), NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE OR LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL, ARISING IN CONNECTION WITH THIS AGREEMENT, UNDER ANY THEORY OF TORT, CONTRACT, INDEMNITY, WARRANTY, STRICT LIABILITY OR NEGLIGENCE, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. AS USED HEREIN, "EXCLUDED CLAIMS" MEANS (1) CLAIMS AND DAMAGES ARISING FROM A PARTY'S BREACH OF SECTION 13, (2) CLAIMS AND DAMAGES ARISING FROM ANY PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY A PARTY OR ITS EMPLOYEES, CONTRACTORS OR REPRESENTATIVES, (3) COMPANY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 20 AND (4) CLAIMS AND DAMAGES CAUSED BY EITHER PARTIES' GROSS NEGLIGENCE OR WANTON OR WILLFUL MISCONDUCT AS DETERMINED BY A FINAL ORDER OF A COURT OF COMPETENT JURISDICTION.

16. LIMITATION OF LIABILITY. IN ADDITION TO AND NOT IN LIMITATION OF THE LIMITATIONS OR DISCLAIMERS SET FORTH IN THIS AGREEMENT AND ANY SOW, EXCEPT FOR EXCLUDED CLAIMS (AS DEFINED IN SECTION 15), THE TOTAL LIABILITY OF EACH PARTY TO THE OTHER PARTY IN CONNECTION WITH THIS AGREEMENT FOR ANY AND ALL CAUSES OF ACTIONS AND CLAIMS, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS, SHALL BE LIMITED TO THE LESSER OF (a) DIRECT DAMAGES PROVEN BY THE APPLICABLE PARTY; OR (b) THE AMOUNT PAID AND ANY AMOUNTS TO BE PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT FOR THE ONE (1) YEAR PERIOD PRIOR TO THE ACCRUAL OF THE MOST RECENT CAUSE OF ACTION OR, IF THE CAUSE OF ACTION ACCRUES BEFORE THE FIRST ANNIVERSARY OF THE EFFECTIVE DATE OF THIS AGREEMENT, THE AMOUNT PAYABLE BY CUSTOMER TO COMPANY DURING THE FIRST FOURTEEN MONTHS OF THE INITIAL TERM.

17. ASSIGNMENT. This Agreement is not assignable by Customer except upon the written consent of the Company, which shall be in the Company's sole and absolute discretion, provided, however, Customer may assign this Agreement without consent to its parent corporation, any direct or indirect subsidiary of Customer or its parent corporation, or to a franchisee of Long John Silver's, LLC, so long as the assignee accepts the responsibilities of the Customer under, and agrees to be bound by the terms of, this Agreement, and such assignment shall not relieve Customer of its obligations under this Agreement, however, Company agrees to first seek all remedies from assignee and Customer shall only be liable for any obligations during the Initial Term and no Extension Term. This Agreement or any portion hereof is assignable by Company in its sole and absolute discretion. Notwithstanding the terms and conditions of such assignment, Company shall remain liable to Customer for the actions or omissions of such assignee. In addition,

Company may subcontract the provision of Services under this Agreement. Customer acknowledges and agrees that the provisions of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by Company to provide any Service set forth herein to Customer, and bind Customer to said subcontractor(s) with the same force and effect as they bind Customer to Company. Notwithstanding the terms and conditions of any such subcontracting arrangement, Company shall remain liable to Customer for the actions or omissions of any subcontractor obtained or otherwise engaged by Company.

18. GOVERNING LAW. This Agreement and all disputes arising from or related to this Agreement shall be governed by the laws of the State of Delaware without regard to its choice of law principles. Non-U.S. Services shall be subject to applicable local laws and regulations in any countries where such Services originate or terminate.
19. NOTICE. All notices, requests, or other communications (excluding invoices) hereunder shall be in writing and either transmitted via overnight courier, hand delivery or certified or registered mail, postage prepaid and return receipt requested to the parties at the addresses provided above. Notices will be deemed to have been given when received. Customer must provide sixty (60) days' prior written notice for the disconnection of service at any particular site.
20. INDEMNIFICATION.
    (a) CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY AND ITS AFFILIATES, AND EACH OF THEIR OFFICERS, SHAREHOLDERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS (THE "COMPANY INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL THIRD-PARTY CLAIMS INCURRED BY OR ASSERTED AGAINST ANY OF THE COMPANY INDEMNIFIED PARTIES TO THE EXTENT SUCH CLAIMS RELATE TO, ARISE OUT OF OR RESULT FROM ANY INTENTIONAL OR WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF CUSTOMER.
    (b) Company shall indemnify, defend and hold harmless Customer and its affiliates, and each of their officers, shareholders, directors, employees, representatives and agents (the "Customer Indemnified Parties") from and against any and all third party claims, demands, suits and actions, including any related liabilities, obligations, losses, damages, judgments, settlements, expenses (including attorneys' fees) and costs (collectively, "Claims"), incurred by or asserted against any of the Customer Indemnified Parties to the extent such Claims relate to, arise out of or result from any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Services or from Claims relating to Company's intentional or willful misconduct or gross negligence. In the event of such a Claim, and in addition to all other obligations of Company in this Section 20(b), Company shall, at its expense, either (i) procure for Customer the right to continue use of such infringing Services, or any component thereof; or (ii) replace or modify such infringing Services, or any component thereof, with non-infringing products or services satisfactory to Customer. If Company cannot accomplish any of the foregoing within a reasonable time and at commercially reasonable rates, then (i) Company shall accept the return of the infringing component of the products or services, along with any other components of any products rendered unusable by Customer as a result of the infringing component, (ii) Company shall refund the price paid by Customer for such components and (iii) in the event such component(s) rendered unusable is a material component(s) of a particular Service being provided hereunder, Customer may, on written notice to the Company, terminate Company's obligation to provide, and Customer's obligation to pay for, such Service (for clarity, the parties' obligations with respect to other Services shall continue pursuant to the terms hereof, unless either party may terminate this Agreement per a separate provision hereof).
21. ORDERS. Customer and Company agree that the terms and conditions of this Agreement shall apply to any order submitted by Customer and/or its affiliates and accepted by Company (each, an "Order"). When Customer orders Services or products hereunder, Customer shall issue an Order to Company stating, at a minimum, the description and quantity of the Services or products being ordered and the required date(s) for delivery of such Services or products. The terms and conditions of this Agreement (including any SOW or attachment hereto) shall prevail over any conflicting terms included on such Orders, each of which the Company hereby expressly rejects. If Company does not provide written notice of rejection of an Order within ten (10) business days of the Order date, acceptance of the Order will be conclusively presumed. Orders placed and acknowledgments sent under this Agreement may be sent in writing by electronic means. Provided that any written or electronic Order or acknowledgement is issued by an authorized representative of the transmitting party, the parties agree that: (a) these electronic transmissions shall be deemed to satisfy any legal formalities requiring that agreements be in writing, (b) neither party shall contest the validity or enforceability of any such electronic transmission under any applicable statute of frauds, and (c) computer-maintained records when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records. Company shall make commercially reasonable efforts to deliver the products or Services on the delivery dates indicated and to the destination and address set forth in Customer's Order, provided, however, that such dates allow for the lead time(s), if any, agreed upon in this Agreement or the SOW from the date of Company receipt of such Order. Risk of loss shall pass to Customer upon receipt of the products at the specified destination. Actual freight charges from Company shipping location to Customer's specified destination will be paid by Customer.
22. PRODUCT ACCEPTANCE. Any System, equipment, product or software furnished by Company to Customer under this Agreement shall be deemed accepted by Customer upon the completion of its installation and successful test & turn-up by Company that will verify that the System, equipment, product or software functions in accordance with Company documentation, specifications, and written representations regarding the equipment, product or software, other written representations, whether set forth in an SOW or otherwise, and any additional mutually agreed-upon criteria or specifications that are set forth in an exhibit and/or attachment to this Agreement. Billing will commence upon acceptance.
23. SERVICES ACCEPTANCE. Any Services furnished by Company to Customer under this Agreement shall be deemed accepted by Customer upon the completion of its installation and successful test & turn-up by Company that will verify that the System, equipment, product or software functions in accordance with Company documentation, specifications, and written representations regarding the System equipment, product or software, and written representations, whether set forth in an SOW or otherwise, and any additional mutually agreed upon criteria or specifications that are set forth in an exhibit and/or attachment to this Agreement; provided, however, that, for broadband Services, acceptance shall occur upon circuit delivery. Billing will commence upon acceptance.
24. MAINTENANCE; REPAIR; USE OF EXISTING SYSTEMS. Maintenance services covered in Section 25 consist of providing all necessary labor, material, parts and equipment to service the System due to ordinary wear and tear only, excluding batteries and

maintenance and repair due to alterations in the Customer's premises, alterations of the System made at the request of the Customer, alterations of the System made by any non-approved third party (other than Company or its representatives), failure of Customer to properly follow the reasonable written instructions provided by Company, failure of Customer to perform routine maintenance or alterations of the System made necessary by changes in the Customer's premises, damage to the premises or to the System (except to the extent caused by Company or its representatives), or to any cause beyond the control of Company, pursuant to the terms hereof, as listed on the applicable SOW. All other services shall be paid by Customer on a time and material basis at Company's then prevailing charges, or charges as agreed to in the SOW.

(a) Per call Repair service will be provided for any equipment not Company owned or covered under a maintenance plan, and consists of providing all necessary labor, material, parts and equipment to service the Customer's System, pursuant to the terms hereof, and Customer agrees to pay Company on a time and material basis at Company's then prevailing charges, or charges as agreed to in the applicable SOW.

(b) If the System is Company-owned, upon receipt of notice from Customer of the necessity to service the System, Company agrees, pursuant to the terms hereof, to provide all labor, material, parts and equipment to service the System due to ordinary wear and tear only. Customer shall pay all other service on a time and material basis at Company's then prevailing charges.

(c) Company makes no representation, promise, warranty or guarantee that there will be no interruptions of service or delay in performing service. Company's sole obligation after receiving a service request is to dispatch a service employee to the premises within a reasonable time after a service employee becomes available, after receipt of Customer's request to do so, in accordance with service level selected by Customer in the applicable SOW.

(d) It is understood and agreed by the parties that all service to the System shall be performed by Company or its designee only, but Customer agrees that Company's duty to service the System is subject to the availability of the original part or equipment from the original manufacturer, and to the terms of this Agreement and conditioned upon Customer notifying Company of the necessity for such service. Customer agrees to pay Company's minimum service call charge in the event Customer does not provide unrestricted access during regular business hours when Company attempts to provide service at the premises. Company agrees to work with Customer to ensure that such service call is not scheduled during Customer's peak hours, unless agreed to by Customer.

(e) Customer agrees that Company or its designee shall perform all repair, replacement or modification to the System only. Unless this Agreement provides otherwise, Customer shall pay all such service shall be paid by Customer on a time and material basis at Company's then-prevailing charges.

(f) If Company takes over rendering services to an existing System, in whole or in part, Company reserves the right, in its sole and absolute discretion, to terminate this Agreement with respect to such existing System at any time after providing ten (10) days written notice to Customer in the event Company determines, in its sole and absolute discretion, that there have been excessive problems related to the existing System, that the Customer has abused the System or that the number of problems or cost of service has been or may become excessive, and Customer shall be entitled to reimbursement of the pro-rata cost paid for the then-current period on request of Customer and this shall be the limit of Company's liability.

25. REPRESENTATIONS AND WARRANTIES. Subject to the exclusions set forth in Section 24 and unless otherwise provided in an SOW, Company represents that as of the date of Customer's acceptance or the end of the acceptance period, whichever is earlier, and for the balance of the term of the applicable SOW, the Systems, equipment, software and Services will perform in accordance with Company documentation, specifications, and written representations regarding the Systems, equipment, software or Services, including any additional mutually agreed upon criteria or specifications as stipulated in an exhibit and/or attachment to this Agreement. Company represents that during the term of the applicable SOW the software and the media on which any software is supplied shall be free from defects in material and workmanship. Company represents that neither the Systems, equipment, product or software, nor any update or revision thereto, will include any virus or mechanism that does or reasonably would be expected to delete, disable, interfere with or otherwise harm the Customer hardware, data or other program, make it inaccessible to Customer, or that provides (or reasonably would be expected to provide) access to or produce modifications not authorized by Customer.

26. PRODUCT AVAILABILITY. Company represents that the Systems, equipment, products or software that are either owned by Company or protected under a Company Maintenance Plan, and specified in an exhibit and/or attachment to this Agreement or the SOW, will be available, or substantially equivalent versions of such Systems, equipment, products or software will be available, to Customer throughout the Initial Term of this Agreement. Company will offer maintenance and support services for Systems, equipment, products or software purchased from Company for a period of not less than five (5) years from the date of the purchase of such Systems, equipment, software or product under this Agreement and, in all events, throughout the initial term of the applicable SOW, and the prices for such Services shall be in accordance with SOW following this Agreement. The equipment as well as the maintenance and support Services will be provided to Customer at rates to be mutually agreed upon at the time equipment, product or software is purchased.

27. INSURANCE. Company, at its own expense, shall procure and maintain during the Term of this Agreement, policies of insurance to include the following coverage: (a) Workers' Compensation Insurance for its own employees that meets the statutory limits of the states in which Company operates and all federal statutes and regulations, (b) Employers Liability of not less than $1,000,000 combined single limit per occurrence, (c) Commercial General Liability of not less than $1,000,000 per occurrence including personal injury, (d) Commercial Automobile Liability (including Automobile Non-Ownership Liability) with a combined single limit of not less than $1,000,000 per occurrence, and (e) Umbrella or excess Liability Insurance providing coverage in excess of the coverage's listed in (c) and (d) above in an amount not less than $5,000,000 per occurrence. Customer and all subsidiary and affiliated companies are to be included as additional insured. Upon the request of Customer, Company shall furnish Customer with a Certificate of Insurance evidencing such coverage and such Certificate is to provide thirty (30) days written notice to Customer prior to the effective date of termination of coverage. Nothing in this section shall be deemed to limit Company's liability to the amounts stated above. Insurance certificates and notices of modification or termination shall clearly state Company's name and shall be sent to Long John Silver's, LLC at the address provided on page 1, to the attention of the General Counsel.

28. CUSTOMER DUTIES. Customer will properly follow any reasonable instructions provided by Company in connection with the Systems and the Services.
29. INDEPENDENT CONTRACTOR. Company shall perform its obligations under this Agreement as an independent contractor and not as an employee or agent of Customer. Company has no power or authority to act for, bind, or represent Customer in any manner.
30. PUBLICITY. Neither party may publicize this Agreement or any information herein, without the consent of the other party.
31. FORCE MAJURE. The performance of either party under this Agreement may be suspended to the extent and for the period of time that such party is prevented or delayed from fulfilling its obligations due to causes beyond its reasonable control (including, without limitation, acts of God, acts of civil or military authority including governmental priorities, strikes or other labor disturbances, fires, floods, epidemics, wars, or riots). After ninety (90) cumulative days of suspension on the part of one party with respect to a particular Customer location, the other party may, at its sole discretion, terminate its obligations with respect to such Customer location without further liability.
32. PROMOTION MATTERS. Company shall not use Customer's logos, service marks, trademarks or trade, brand or corporate names without the prior written consent of Customer in each instance, including, without limitation, use within any advertising, marketing materials, press releases or sales presentations. Company shall not disclose the e-mail address, address, phone number or fax number of any Customer employee or store to any third-party except to the extent necessary for Company to perform its obligations under this Agreement. Company shall not send advertisements, marketing materials, promotional materials or other promotional communications to any Customer employee or store using any e-mail address, address, phone number or fax number of any Customer employee or store.
33. MISCELLANEOUS.
    (a) To the extent any clause, term or provision of this Agreement shall be judged to be invalid for any reason whatsoever, such invalidity shall not affect the validity or operation of the balance of such clause, term or provision or any other clause, term or provision hereof.
    (b) A party's failure to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself. A waiver of any term or provision of this Agreement shall be binding only if such waiver is in writing and executed by the party waiving the benefit of the applicable term or provision.
    (c) Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.
    (d) This Agreement shall be binding on the parties' successors and permitted assigns.
    (e) Each party acknowledges that it has had the opportunity to consult with legal counsel regarding this Agreement. Accordingly, no term of this Agreement shall be interpreted or construed against the drafter of such term.
    (f) This Agreement (including any SOWs, Attachments and other documents incorporated herein by reference) constitutes the entire understanding of the parties regarding the subject matter hereof and supersedes all other representations, understandings or agreements that are not expressed herein, whether oral or written.
    (g) Except as otherwise set forth herein, no amendment to this Agreement shall be valid unless in writing and signed by both parties.
    (h) In the event of any conflict between this Agreement and any other document, including any SOW, Exhibit or Attachment hereto, the terms of the SOW shall govern.
    (i) The headings used in these terms and conditions have been inserted for convenience or reference only and shall not in any manner affect the construction, meaning or effect of anything contained herein nor govern the rights and liabilities of the parties.
    (j) Each party agrees that the other party may scan or otherwise convert this Agreement into an electronic and/or digital media file, and that a copy of this Agreement or the electronic data file produced from any such electronic or digital media format may serve and be given the same legal force and effect as the original.
    (k) All disclaimers, conditions, limitations on liability and other terms set forth in any invoice, acknowledgment, packing slip, confirmation, click-through or click-wrap agreement or other document or agreement of Company which conflict with or add to the terms of this Agreement shall not be binding on Customer and are hereby rejected.
    (l) This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures on this Agreement (as well as any other document executed in connection with this Agreement) may be delivered by facsimile or other electronic format in lieu of an original signature, and any such signature shall be considered as original.

provide LJS with the amount of liquidated damages due LJS within 30 days after the end of each month. Additional reporting details to be determined and mutually agreed upon by both parties.

ATTACHED EXHIBITS:

Exhibit 1	**Success Criteria**
Exhibit 2	**Early Termination Charges**

ATTACHED SCHEDULES

Schedule A	**Secure Managed Broadband and Network Services**
Schedule B	*Reserved for Loss Prevention Services*
Schedule C	**Interface Digital Voice (IDV) Services**
Schedule D	**Priority Levels and Response Times**
Schedule E	*Reserved for Asset Removal*
Schedule F	**Pricing & Services Available**
Schedule G	**List of Sites**
Schedule H	*Reserved for Future Use*
Schedule I	**Service Level Agreement Summary Matrix**

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be executed by their duly authorized representatives as of the Effective Date.

Long John Silver's, LLC

By: Brad Gardone

Name: Brad Gardone

Title: VP of IT Services

Date: 12/31/2018

Interface Security Systems, LLC

By: [signature]

Name: Kenneth Obermeyer

Title: CFO

Date: 12/31/2018

I. Long John Silver's – Flat Rate Managed Services Statement of Work (SOW)

1. Executive Summary

This Statement of Work ("SOW") and associated Schedules as outlined herein defines the scope of work to be accomplished by Interface Security Systems, LLC under the terms and conditions of the Master Services Agreement (the "Agreement" or the "MSA"), between Long John Silver's, LLC ("Customer" or "LJS") and Interface Security Systems, LLC ("ISS" or "Interface"), and is subject to and incorporates by reference the provisions of the Agreement.

LJS currently has approximately 185 company owned and approximately 500 franchised restaurants (restaurants or sites) in the US. This project will make available a standardized and resilient IP-based platform for the restaurant broadband network, Router and Firewall with advanced Unified Threat Management services (UTM), 4G router for backup communications, Managed Network Switch, WAP with wireless LAN, one (1) line of VoIP. The "Initial Rollout Sites" committed to be deployed during the Initial Rollout Phase (as defined below), includes 55 corporate-owned restaurants identified on Schedule G as Initial Rollout Sites. The "Initial Rollout Phase" is defined as the Initial Rollout Sites installed during calendar year 2019.

Pricing options are outlined in Schedule F and are valid for all sites committed to under this contract as Initial Rollout Sites and installed during 2019. For any sites installed by June 30, 2019, the installation fee (NRC) outlined in Schedule F section 3.2 will be waived.

LJS will also make ISS the preferred, but not exclusive, provider of these services to the company owned restaurants and the franchisee community and ISS will provide similar equipment, services and network design for franchisees. For clarification purposes, neither LJS nor any franchisee of LJS shall be required to utilize ISS as provider on restaurants already operating nor any new restaurants, and ISS is not the exclusive provider of these services in the LJS system. While the services and design will be similar to those outlined in this agreement, each franchisee will enter into a separate adoption agreement for services with ISS that will outline specifics for that franchisee.

2. Equipment Description

ISS will provide a flat rate fully-managed services solution for all designated existing and new LJS sites. The equipment and services listed below are applicable to all LJS sites unless noted otherwise. To accomplish this, ISS will procure, own, install, manage and maintain all customer-premises equipment (CPE) to provide the managed services included within, per the attached Schedules of this SOW including:

A. Broadband connection with edge device (modem).

B. Pre-fab-cab Custom enclosure(s) for ISS equipment
C. FortiGate 60E or equivalent with UTM network security services on the edge
D. FortiSwitch 248E-POE Network switch 48 port
E. CradlePoint 850 LP4 or equivalent wireless router with 4G / 3G automatic failover for back-up
F. FortiAP-221E (WAP) Wireless Access Point
G. One (1) line of VoIP with One (1) cordless IP base station and handset (Yealink W52P).
H. Cloud Powered Reboot IP enabled power management device
I. PoE Injectors for WAP and CradlePoint
J. Uninterruptible Power Supply (UPS)
K. Other components required to facilitate the managed services included in the attached Schedules

3. Services Description

Services to be included, described in further detail in the attached Schedules, shall include:

A. Secure Managed Broadband with a Minimum Order Speed as outlined in Schedule A
B. Managed VPN service
C. Wireless Broadband 4G Back-up service
D. In-Site Wi-Fi
E. PCI Services
    a. Intrusion Protection / Detection service (IPS/IDS)
    b. Unified Threat Management (UTM) Services
F. One (1) line of Interface Digital Voice service with advanced calling features
    a. Extension type dialing with a dialing plan that assigns extensions based on a 5-digit site number
    b. Optional Auto-attendant. Provide a greeting for a message for site hours and/or directions for example, or route unanswered calls to a different predetermined number such as a call center or cell phone. Available at optional pricing outlined in Schedule F.
    c. Caller ID
G. Number porting of existing phone number to ISS-provided phone service (where available).
H. Other components required to facilitate the managed services included in the attached Schedules

ISS will incorporate best practices for technology, design, security, configuration, management, service and support that are developed during the Initial Rollout Phase (as defined below).

ISS will provide on-site training for the LJS Help Desk or other designated work groups prior to launching the site conversion project as well as a refresher session within the first six months after completion of the implementation of all of the Customer Corporate sites described on Schedule G and will provide portal access and/or ticketing system connectivity as required by LJS.

4. Term

This SOW is applicable to all Customer Corporate-Owned Initial Rollout Sites (i.e., all sites set forth in Schedule G). ISS will install Systems and provide Services at 55 Initial Rollout Sites listed on Schedule G (the "Initial Rollout Sites") during 2019. The Initial Term shall begin on the date such Customer site is first provided Services and end on June 30, 2024. This SOW will be automatically extended ("Extended Term") on an annual basis thereafter with respect to each Customer site, unless either party has delivered written notice of its intent to terminate this SOW with respect to such Customer site at least sixty (60) days prior to the end of the Initial Term or any Extended Term applicable to such Customer site. "Term" shall mean the Initial Term and any Extended Term. If such written notification of non-renewal is provided as outlined and Customer notifies ISS that Customer desires to continue to receive services beyond the Initial Term or Extended Term, as applicable, such services will be billed at a 15% premium to the normal monthly recurring cost (normal MRC multiplied by 1.15) until services are terminated and such services shall be provided subject to the terms of this SOW and the MSA, provided, that, Customer shall not be obligated to pay for such services beyond the termination date as indicated in writing by Customer to ISS unless otherwise mutually agreed by the parties.

5. Upon Termination of Services

Billing for ISS services provided to Customer will continue for 30 days after the date of termination of services to a site, regardless of reason for termination at that site. This allows ISS to provide proper termination notification to underlying providers without disrupting service to the site prematurely.

Upon termination of services at a site, whether such termination occurs during the Initial Term or subsequent to the Initial Term, Customer will return to ISS at Customer's expense all equipment owned and managed by ISS under this SOW. If such equipment is not returned within 45 days of the date of termination of services in good working order subject to due consideration for normal wear and tear, Customer agrees to pay ISS for the equipment at the current retail list pricing for such equipment.

6. Schedule

ISS is proposing a 3 to 4 month Initial Site Rollout which includes the time required to get the head end configured and ready for the first site. Such rollout schedule will be influenced by, and subject to, several factors that could impact such rollout schedule. ISS and Customer will work together to establish an installation schedule for the rollout of the existing restaurant conversions of all sites listed in Schedule G that is mutually acceptable.

Site installations require the deployment of a new head-end system and internet connections at the LJS data center(s). There is a lead time to order, provision, install, test and commission the head-end which may become a gate in the schedule.

7. Orders, Acceptance and Availability

A. Orders. From time to time during the Term, Customer and/or its affiliates may submit, and ISS may accept, Orders for additional products and/or Services, which Orders may be in the form of spreadsheets or such other form mutually agreed by the parties. Customer and ISS agree that the terms and conditions of this SOW and the MSA shall apply to any such Order. When Customer orders Services or products hereunder, Customer shall issue an Order to ISS stating, at a minimum, the description and quantity of the Services or products being ordered and the required date(s) for delivery of such Services or products. The terms and conditions of this SOW and the MSA (including any attachments hereto and thereto) shall prevail over any conflicting terms included on such Orders, each of which the ISS hereby expressly rejects. If ISS does not provide written notice of rejection of an Order within ten (10) business days of the Order date, acceptance of the Order will be conclusively presumed. Orders placed and acknowledgments sent under this SOW may be sent in writing by electronic means. Provided that any written or electronic Order or acknowledgement is issued by an authorized representative of the transmitting party, the parties agree that: (a) these electronic transmissions shall be deemed to satisfy any legal formalities requiring that agreements be in writing, (b) neither party shall contest the validity or enforceability of any such electronic transmission under any applicable statute of frauds, (c) computer-maintained records when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records and (d) Orders sent by e-mail shall comply with the provisions set forth in the next paragraph entitled "Orders by E-mail." ISS shall make commercially reasonable efforts to deliver the products or Services on the delivery dates indicated and to the destination and address set forth in Customer's Order, provided, however, that such dates allow for the lead time(s), if any, agreed upon in the Agreement or this SOW from the date of ISS receipt of such Order. Risk of loss shall pass to Customer upon receipt of the products at the specified destination. Actual freight charges from ISS shipping location to Customer's specified destination will be paid by Customer.

B. Orders by E-mail. The parties agree that additional Orders can be outlined and agreed upon in e-mail and can be specifically approved via e-mail by any of the following list of Customer's employees. Each employee's name, title and e-mail address are listed in the table below. E-mail approvals from the e-mail addresses listed here are authorized by Customer and are legally binding. All Orders approved via e-mail are under the same terms and conditions in this SOW and the MSA.

Authorized email signers are outlined here:

NAME	TITLE	EMAIL ADDRESS

C. Product Acceptance Criteria. Any System, equipment, product or software furnished by ISS to Customer under this SOW shall be deemed accepted by Customer upon the completion of its installation and successful test & turn-up by ISS that will verify that the System, equipment, product or software functions in accordance with ISS documentation, specifications, and written representations regarding the equipment, product or software, other written representations, whether set forth in this SOW or otherwise, and any additional mutually agreed-upon criteria or specifications that are set forth in an exhibit and/or attachment to this SOW or the MSA including those set forth in Schedule I attached hereto. Billing will commence upon acceptance.

D. Services Acceptance Criteria. Any Services furnished by ISS to Customer under this SOW shall be deemed accepted by Customer upon the completion of its installation and successful test & turn-up by ISS that will verify that the System, equipment, product or software functions in accordance with ISS documentation, specifications, and written representations regarding the System equipment, product or software, and written representations, whether set forth in this SOW or otherwise, and any additional mutually agreed upon criteria or specifications that are set forth in an exhibit and/or attachment to this SOW or the Agreement including those set forth in Schedule I attached hereto; provided, however, that, for broadband Services, acceptance shall occur upon circuit delivery. Billing will commence upon acceptance.

E. Product Availability. ISS warrants that the equipment, products or software that are either owned by ISS or protected under an ISS Maintenance Plan, and specified in an exhibit and/or attachment to this SOW or the MSA, will be available, or substantially equivalent versions of such equipment, products or software will be available, to Customer throughout the Initial Term. ISS will offer maintenance and support services for equipment, products or software purchased from ISS for a period of not less than five (5) years from the date of the purchase of such equipment under this SOW, and the prices for such Services shall be in accordance with this SOW, so long as this SOW remains in effect and has not been terminated or otherwise altered in a manner that effects our obligations under this paragraph. The equipment as well as the maintenance and support Services will be provided to Customer at the rates set forth in Schedule F.

F. Technology Changes and Network Service Upgrades. At any time during the Initial Term of this SOW Customer may request specific Broadband speed upgrades or additional service to accommodate the needs of its sites, in which case ISS will provide Customer with a quotation stating the one-time fees and associated additional monthly service costs to deliver the specified upgrades and additional services. If both parties mutually agree, ISS will make those upgrades and add the new services at the agreed upon pricing.

At any time during the Initial Term of this SOW, Customer may request changes and/or additions to the site network equipment to accommodate the needs of its sites, in which case ISS will provide Customer with a quotation stating the one-time fees and associated additional monthly service costs to deliver the specified equipment upgrades and additional equipment or services. If both parties mutually agree, ISS will make those upgrades and add the new equipment and services at the agreed upon pricing based upon its actual cost of equipment and deployment.

8. Customer Duties

Customer will properly comply with its obligations set forth in MSA, SOW and the Schedules to this SOW attached hereto.

9. Account Management

LJS will be part of the ISS Enterprise Account Management program which includes the following services:

- National Account Executive who will act as executive level liaison between LJS and ISS
- Technical Account Manager who serves as the central point of contact for day-to-day account needs. This resource works closely with LJS management and staff to ensure satisfaction, respond to escalations, furnish general reporting, and coordinate cross functionally between Interface and LJS teams
- Monthly SLA and Service reporting
- Quarterly governance meetings
- Quarterly scorecards showing order activity, trouble history, and updated project status
- Annual executive performance review with Customer (face-to-face preferred), at the request and discretion of Customer

10. Liquidated Damages

Throughout this SOW, the parties have agreed to certain payments which will be due to Customer from ISS if ISS fails to meet certain service levels set forth in this SOW and the Schedules attached hereto (the "SLA" or "Service Levels"). The parties acknowledge and agree that the specified payment amounts shall constitute liquidated damages and are a fair and reasonable estimate of the damages that LJS will incur in the event of the circumstances that give rise to the payment of any such amount. The parties further acknowledge and agree that the payment amounts set forth herein are an essential part of this SOW and that ISS would not have entered into the Agreement or SOW without the specification of such payment amounts. ISS agrees that it will not claim or contest the enforceability of any payment amounts described herein on the basis that a court should not enforce penalties set forth in a contract. The parties further acknowledge and agree that any such specified payment amount/liquidated damages are LJS's sole and exclusive remedy for monetary damages with respect to the corresponding SLA.

11. Service Levels

ISS will provide LJS a report each month (i) showing whether or not each Service Level set forth in this SOW has been met for such month and (ii) setting forth the amount of liquidated damages due LJS for each Service Level not met for such month, which report shall be provided to LJS no later than 15 days after the end of each month and shall have sufficient detail in LJS's reasonable judgment for LJS to assess whether each Service Level has been met, and ISS shall

Exhibit 1 - Success Criteria

1. Restaurant applications work acceptably, in a manner so designed and intended by the manufacturer, across the ISS provided network connection. If any application does not work correctly, ISS and LJS, along with applicable LJS vendor (s) will work cooperatively to remediate.

    A. Any failures will be documented, and ISS will have 30 days to cure any documented deficiencies before considering this to be a failure.

2. Overall Network uptime – ISS's Network Availability SLA of 99.9%.

3. Voice calls have a quality of 3.4 or better as measured using calculated mean opinion scoring (MOS).

Interface

II. Exhibit 2 - Early Termination Charges

1. **Termination of Services at a Particular Customer Site.**

If Services are terminated at a Customer site by either Customer or ISS and early termination charges are payable by Customer pursuant to Sections 5 and/or 6 of the MSA:

A. Customer shall pay, with respect to each such terminated site set forth on Schedule G, within thirty (30) days after the date on which the Services at such site are terminated, an amount equal to: (i) all accrued but unpaid charges incurred through the date on which the Services at such site are terminated, plus (ii) unless otherwise outlined herein, the amount that would be due for Services at such site for the remaining portion of the Term for such site (the "Remaining Amount Due") multiplied by the percentage outlined in section 3 of this Exhibit 2 based on the remaining term of each site.

B. Safe Harbor Number

(i) If Customer completely closes a site, the early termination fees set forth in subsection A above shall apply to the closed site if the total number of sites being provided Services pursuant to the Agreement falls below the Safe Harbor Number.

(ii) If Customer completely closes a site and the total number of sites still being provided Services pursuant to the Agreement is equal to or greater than the Safe Harbor Number, then the early termination fee shall be:

(a) $1500.00 (fifteen hundred dollars) for a termination within the first 12 months of the installation date plus a pass-through of any carrier ETFs on the underlying circuit

(b) $0.00 (zero dollars) plus a pass-through of any carrier ETFs on the underlying circuit if the termination is more than 12 months after the installation date.

(c) Note that most of the ISS contracts with carriers do not have ETFs after the first 12 months; however if construction costs are waived or subsidized, there will typically be a 36 month commitment with ETFs. If ISS receives any forgiveness and/or reduction of such ETFs, such forgiveness and/or reduction shall be pass-through to Customer.

(d) There shall be a sixty day window subsequent to a site closing before such closing is counted against the Safe Harbor Number and before such termination fees shall apply. If during such sixty day time period, Customer adds a New Customer Site, no termination fees shall apply, regardless of whether during such sixty day period the amount of sites was below the Safe Harbor Number.

(iii) The Safe Harbor Number is defined as the starting quantity of Customer sites of 55 multiplied by 0.97 plus all New Customer Sites added after the Initial Rollout Site Order multiplied by 0.97 minus any Customer sites sold to a franchisee, if and only if the franchisee assumes all obligations under this SOW and Schedules, multiplied by 0.97. The three numbers will added together and the sum will be rounded to the nearest whole number. For example, if no New Customer Sites are added, the Safe Harbor Number is 53 sites (55 x 0.97 rounded to 53). If 20 New Customer Sites are added, the Safe Harbor Number will be 73 sites (55+20) x 0.97 rounded to 73. If 10 sites are then sold to a franchisee and that franchisee takes over all obligations for those locations as outlined in this SOW and Schedules, then the Safe Harbor Number would be (55+20-10)x0.97 = 63 sites.

C. For sites that are moved from one address to another address (Relocation site), Customer shall not be liable for the early termination fees outlined above at the first address but will instead be liable for any early termination fees charged by the circuit provider for that site. The services at the second address will begin a new Initial Term of 60 months from the date of installation of services at the second address.

2. **Termination of MSA.**

If the MSA is terminated by either Customer or ISS and early termination charges are payable by Customer pursuant to Sections 5 and/or 6 of the MSA:

A. The early termination charges will be payable with respect to all Customer sites set forth on Schedule G, provided, that, the early termination charges will be calculated and payable on a site by site basis. Customer shall pay with respect to each site of Customer set forth on Schedule G, within thirty (30) days after the date on which the Services at such site are terminated, an amount equal to: (i) all accrued but unpaid charges incurred through the date on which the Services at such site are terminated; plus (ii) the amount that would be due for Services at such site for the remaining portion of the Term for such site (the "MSA Remaining Amount Due") multiplied by the percentage outlined in section 3 of this Exhibit 2 based on the remaining term of each site.

3. The following factors will be applied to the early termination amounts outlined in sections 1A and 2A above if services to a site are terminated during the Initial Term:

- Remaining term of 37 to 60 months: 100%
- Remaining term of 13 to 36 months: 80%
- Remaining term of 0 to 12 months: 40%

A. The provisions of this paragraph shall apply notwithstanding anything in the MSA or this SOW to the contrary. In order for Customer to be entitled to terminate all or any of the Services without "Cause" (as defined in Section 6 of the MSA), Customer must provide ISS with a minimum of sixty (60) days irrevocable written notice of its intent to terminate the Services at all or certain of Customer's site without Cause. Such sixty (60) day period is intended to permit ISS to plan how it will terminate Services at the sites identified in such notice. ISS shall continue to provide, and Customer shall continue to pay for, the Services which are subject to such termination notice pursuant to the terms and conditions of this SOW and the MSA during such period and, if requested by Customer beyond such termination notice time period, thereafter until such date Services are terminated as indicated by Customer. For clarity, if Services continue past such termination notice period per Customer's request, the date on which Services are actually terminated by ISS at a particular site shall be the date used to determine the applicable early termination charge for such site.

Schedule A to Statement of Work

Secured Managed Broadband and Network Services

This Schedule A defines the Secure Managed Broadband and Network Services to be provided by Interface Security Systems, LLC ("Interface' or "ISS") under the terms and conditions of the Master Services Agreement between Long John Silver's LLC. ("Customer" or "LJS") and ISS and is subject to and incorporates by reference the provisions of the Agreement and the Statement off Work (SOW). This Schedule A is made effective as of the Effective Date.

OUTLINE

1. **Network Services Overview**
2. **Broadband Service**
3. **Backup Failover**
4. **Secure Managed Network**
   - 4.1. **Network Diagram**
   - 4.2. **Network Design Parameters**
   - 4.3. **Transport**
   - 4.4. **Configuration Management**
   - 4.5. **Network Change Management**
   - 4.6. **Network Security Management**
5. **PCI Compliance and PCI Services**
6. **In-Location Wireless**
7. **Project Management and Implementation Management**
8. **Performance Management and SLAs**
9. **Remote Management, Troubleshooting and On-site Service**
10. **Customer Web Portal**

1. Network Services Overview

Network Services provided to Customer by ISS includes Secure Managed Broadband, 3G/4G Backup, Proactive Monitoring, and PCI Services (IPS/IDS and Logging).

Customer Premise Network Equipment (Interface owned equipment):

☒	FortiGate 60E or equivalent with UTM bundle
☒	FortiSwitch 48 Port managed switch – 24 port POE
☒	Wireless Backup Router (CradlePoint 850 or equivalent)
☒	Omnidirectional extended antenna where required
☒	FortiAP-221E Wireless Access Point or equivalent
☒	Portable IP Phone Set when VoIP is included as a provided service.
☒	Custom-built cabinet to house ISS equipment
☒	POE Injectors for CradlePoint and WAP
☒	Uninterruptible Power Supply (brown-out protection)
☒	Cloud Power Reboot managed power strip to enable remote power cycling

Maintenance coverage:

☒	On-site maintenance – Next Business Day
☒	NOC and Remote Support – 24x7x365

Managed Services:

☒	Network Management
☒	Network Monitoring
☒	Wi-Fi

☒	Unified Threat Management (UTM), Intrusion Protection Service / Intrusion Detection Service (IPS/IDS)

2. Broadband Service

2.1. A core component of the Secure Managed Broadband provided by ISS is the delivery of the underlying broadband service to each of Customer's remote locations. Broadband service descriptions:

2.1.1. Cable broadband provides speeds that are "up to," not committed information rates. "**Minimum Order Speeds**" are the speeds that ISS will order, and they are delivered with the understanding that they will deliver "Up to" the ordered speed. These sites typically require a site survey to determine if installation surcharges will apply. If the results show additional construction is required, there are often construction fees required. ISS will work with carrier to seek abatement or discounts of the construction costs. ISS does not agree to pay construction fees. If carrier will not abate construction costs, and ISS does not opt to pay construction fees and Customer does not agree to pay construction fees, alternative services will be explored according to the list in sections 2.2 and 2.3. If carrier or ISS or Customer opt to cover construction charges, there can be a substantial delay in getting that construction completed by the carrier that is outside the control of ISS. Any construction will require Right of Entry (RoE) and Authorization to Proceed paperwork from the carrier to be signed by the landlord of the building. If needed for any unique situation Customer agrees to work with ISS and landlord to provide such signature in a reasonable time.

2.1.2. Dedicated ADSL is a separate circuit unassociated with the voice line and is used strictly for data that provides speeds that are "up to". "Up To" are not committed information rates. This type of DSL is often referred to as "dry-pair" DSL. It is typically available if the location is within ~15,000 feet of the telephone company's wire center with achievable speeds highest for locations nearest that wire center and lowest for locations near the 15,000 foot limit.

2.1.3. U-verse or Business DSL is a type of DSL that uses fiber-to-the-remote-terminal to extend the reach of DSL further from the wire center, resulting in higher speeds for larger footprints. The speed possible is based on the length and condition of copper wire between the remote terminal in the neighborhood and the premise being served. ISS will install this service instead of ADSL if available.

2.1.4. FIOS is a high speed data connection provided via fiber-to-the-premise. It is available in a relatively small footprint. ISS can offer this type of service wherever the carrier offers it.

2.1.5. Wireless 3G/4G LTE Service. ISS will typically install a 4G LTE (Long Term Evolution) service for failover connectivity. 4G LTE is a wireless service that provides much higher speeds than 3G wireless. In locations where 4G is not yet available, 3G will be selected automatically by the 4G/3G modem. Speeds vary but typical 3G speeds are 1Mbps to 2Mbps. 4G speeds are typically higher than 3 Mbps and often higher than 10Mbps in both directions.

2.1.6. T-1 is an engineered dedicated circuit with Committed Information Rates with broad availability. Costs are typically much higher than alternative options and delivery times for deployment are often twice as long. T1 speeds at 1.5Mbps download by 1.5Mbps upload.

2.1.7. Ethernet-over-Copper (EoC) is a type of circuit where multiple twisted copper pairs are bundled into a higher speed circuit with Ethernet handoff. It is also referred to as Metro Ethernet because the distance limitation between location and wire center is much less than for ADSL and is thus more readily available in metropolitan areas.

2.2. The primary connection service for Customer locations will be provisioned with target ordered speed minimums of 10.0Mmps download and 1.0Mbps upload (**Target Speeds**). If cable, DSL, Business DSL or a comparably priced broadband product is available at or above the Target Speeds, that product will be ordered and installed. The minimum ordered speeds will be 6Mbps download / 512kbps upload (**Minimum Ordered Speeds**) and the minimum will be ordered if the target speeds are not available as described above. Speeds ordered from providers are delivered as an "up to" speed. Actual realized speeds may be as low as 75% of provisioned/ordered speeds as a result of distance from the central office, and overhead on the circuit. Sites installed at ordered speeds below the Target speeds will be requalified for higher speed service approximately once per quarter. If higher speed service becomes available, it will be installed at no cost unless there is an Early Termination Fee or a need to roll a truck, in which case a proposal will be provided to LJS.

2.3. Cable will be the installed as the first choice where it's available without construction costs, or where the provider and/or Customer agree to pay for construction costs. If Cable is not available, Business DSL, Dedicated DSL, FiOS or comparably-priced service will be the ordered. If those are not available, dual 4G will be installed (different carriers for primary and secondary SIM).

2.3.1. Sites installed with 4G service instead of terrestrial circuits for their primary broadband connection include a 10GB data plan pooled across all sites. Usage beyond a 10GB average across all Customer 4G primary sites will be billed at the overage rate in Schedule F. Note that 4G backup is a separate pool and any overage costs in the 4G backup pool is covered by ISS.

2.3.2. Any sites installed with 4G service as the primary connection will be installed with a 2nd 4G service from a different carrier as backup where signal is available from two separate carriers.

2.3.3. Guest WiFi is not allowed on 4G primary services. Guest WiFi traffic will be suspended when sites are on 4G backup.

2.4. If none of the above services are available at a given site, the other service types listed in 2.1.6 and 2.1.7 (or equivalent) will be quoted to Customer for approval of any cost differences. If Customer approves any additional non-recurring or monthly recurring charges associated other service types, ISS will proceed with ordering services for that site.

2.5. Lines shall be delivered by the LEC/Cable Provider to the minimum point of entry (MPOE). If existing LAN wiring and/or wiring from MPOE to the location of the network equipment does not meet the requirements for adequate network services at the time of the install and ISS cannot repurpose existing POTS line wiring, ISS shall install new inside wire at the pricing showing in Pricing Schedule F, provided that such wiring is authorized by Customer and accomplished at the time of initial installation. Customer shall assist with the coordination with the landlord or facility group as needed.

2.6. If delivery of circuit to Customer location requires special construction by the carrier typically because there are no available copper facilities available to that location or to deliver cable service, Customer will be responsible for costs associated with such construction if ISS is not able to get the carrier to waive said construction fees, provided that such construction is authorized by Customer and accomplished at the time of initial installation.

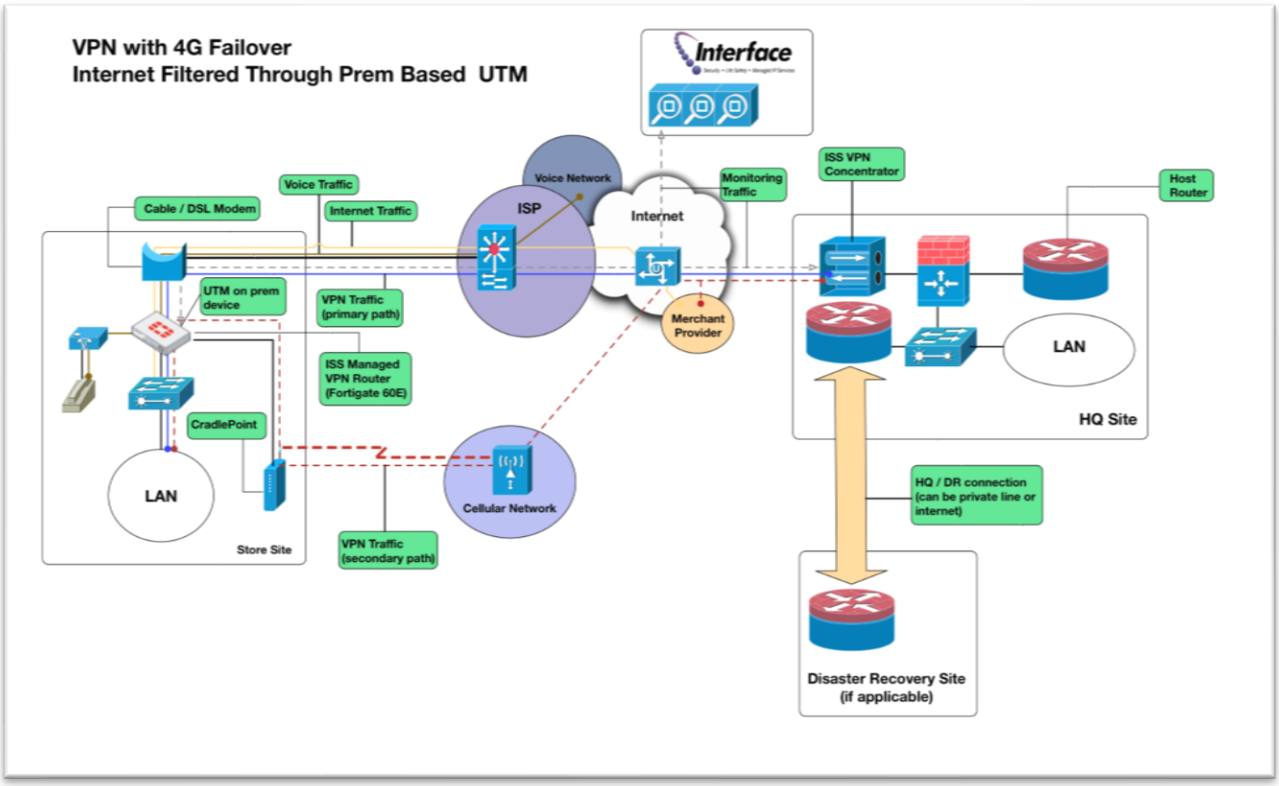
3. Backup Failover 4G/3G

3.1. ISS will provision a 4G/3G backup network connection that will be proactively monitored utilizing a CradlePoint device. Automatic failover shall occur when the primary broadband connectivity service is not available for use. Upon restoration of primary broadband connectivity ISS shall automatically, or through intervention, return the site to normal operating conditions. Proper operation of automatic failover is conditioned on the availability of 4G/3G service availability during a broadband outage.

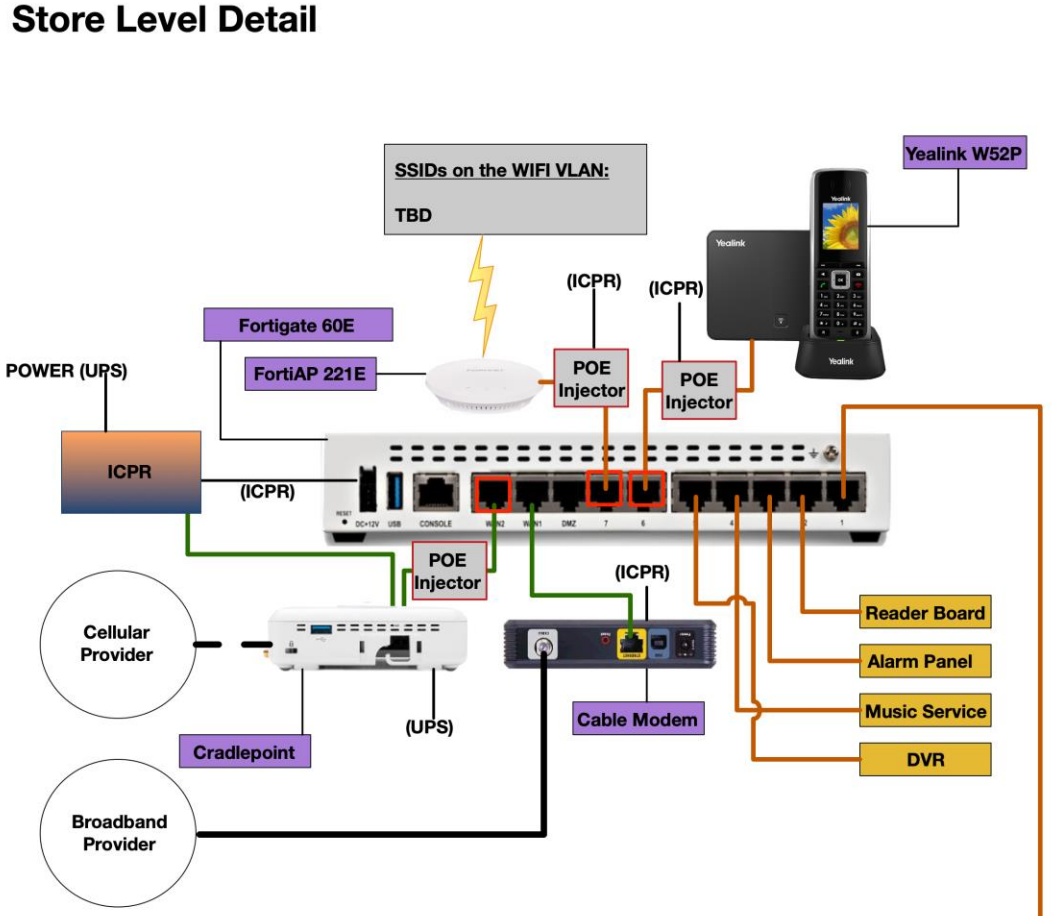
3.2. An extended antenna will be provided where signal strength is not sufficient in an attempt to improve performance. ISS will install extended antennas at no additional charge for up to 10% of total installed sites. It is not expected based upon our prior experience, however if more antennas are needed, Customer agrees to pay a one-time fee as outlined in Pricing Schedule F. If a solid 4G/3G signal cannot be achieved without the addition of a standard antenna, Customer will be notified that 4G/3G backup is not available at that site and other options at additional costs will be offered, including backup via a 2nd circuit or backup via satellite.

4. Secure Managed Network

4.1. Network Diagram – The following figures represent the network architecture (based on design parameters outlined below).



Store Level Detail



(ICPR)

FortiGate 248E POE		
Port	Device	VLAN
1	POS1	10
2	POS2	10
3	POS3	10
4	POS4	10
5	POS5	10
6	POS6	10
7	POS7	10
8	POS8	10
9	CC Reader	10
10	CC Reader	10
11	CC Reader	10
12	CC Reader	10
13	CC Reader	10
14	CC Reader	10
15	CC Reader	10
16	CC Reader	10
17	QSR Kitchen Video	40
18	QSR Kitchen Video	40
19	QSR Kitchen Video	40
20	QSR Kitchen Video	40
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22	QSR Kitchen Video	40
23	QSR Kitchen Video	40
24	QSR Kitchen Video	40
25	QSR Kitchen Video	40
26	QSR Kitchen Video	40
27	MWS	20
28	Printer	20
29	TEST PORT	TRUNK
30	UNUSED SVS (STATIC)	20
31	UNUSED SVC (STATIC)	20
32	UNUSED SVC (DHCP)	20
33	UNUSED SVC (DHCP)	20
34	UNUSED SVC (DHCP)	20
35	UNUSED SVC (DHCP)	20
36	UNUSED SVC (DHCP)	20
37	UNUSED SVC (DHCP)	20
38	UNUSED SVC (DHCP)	20
39	UNUSED SVC (DHCP)	20
40	UNUSED SVC (DHCP)	20
41	UNUSED SVC (DHCP)	20
42	UNUSED SVC (DHCP)	20
43	UNUSED SVC (DHCP)	20
44	UNUSED	N/A
45	UNUSED	N/A
46	UNUSED	N/A
47	UNUSED	N/A
48	Uplink to router	TRUNK

4.2. Network Design Parameters –

4.2.1. Customer agrees to provide ISS with enough RFC1918 addressing to allow for proper management of the remote devices. The amount of addressing required will be determined as a discovery item prior to the initial pilot locations and will be reviewed during the POC to determine whether it is sufficient. ISS requires blocks large enough to cover an entire production deployment with sufficient room to grow.

4.2.2. Customer VPN network will be exclusive to Customer locations and will be protected from any and all other ISS clients.

4.2.3. ISS shall provide each provisioned remote site with Internet access and such Internet access shall be included as part of the service. Within the guidelines of PCI compliance restrictions, where applicable, Internet access shall be limited to business use by Customer

employees and those authorized by Customer to use Internet services as part of their engagement or relationship with Customer.

4.2.4. ISS shall install a standardized broadband router/firewall at each end point location with Secure Managed Broadband service. This standardization is required to insure the consistent delivery of the highest quality of service and support.

4.2.5. ISS and Customer will agree and document a template LAN IP Scheme that will be identical for all locations. The LAN IP is a different non-overlapping, /24 per site, given to ISS by Customer. LAN IP supernets cannot overlap among Corporate and franchisee locations.

4.2.6. Public Internet traffic on ports 80 and 443 will be routed from each location defined by Customer through a content filter to the Internet. Specific traffic as specified by Customer will be routed within an encrypted tunnel to Customer head end VPN concentrators. ISS-managed routers/firewalls include Unified Threat Management (UTM) for URL filtering and malware scanning of all traffic to/from Internet. Customer will provide a white list and/or select categories for content filtering.

4.2.7. ISS will recommend using a standard configuration in which Cardholder Data traffic will be on separate VLAN(s) isolated via firewall from any VLANs with public Internet traffic.

4.2.8. Per LJS request, ISS will modify the current cabinet cabling design to add 4 RJ45 connections outside the cabinet to be used for troubleshooting without needing access to cabinets. Specifics are being finalized and will be tested during POC.

4.2.9. See the core network diagram in section 4.1

4.2.10. Any changes to the above assumptions may affect the core network design and must be mutually agreed to by Customer and ISS.

4.3. Transport

4.3.1. The traffic from Customer stores to Customer head end shall utilize encrypted Virtual Private Network (VPN) tunneling.

4.3.2. ISS shall provide head end VPN concentrators and a switch to be installed at the Customer data center (quantity 2, Fortigate 300E and quantity 1 Fortiswitch 124E). Customer shall provide rack space, power (specific requirements to be provided separately), and necessary infrastructure for ISS provided head end and switch devices.

4.3.3. Customer shall provide Internet Access at head end with sufficient capacity to meet traffic needs. Customer provided Internet access connection shall be provided via RJ-45 copper interface.

4.3.4. Customer shall provide separate /29 and /30 public IP address subnets for each of the 2 Fortigate head end routers from the Customer-provided Internet Access provider routers with the public /30 subnet routed by the ISP to the 2nd usable IP address of the /29 subnet.

at the head end location.

4.3.5. See the core network diagram in section 4.1

4.3.6. Any changes to the above assumptions may affect the core network design and must be mutually agreed to by Customer and ISS.

4.4. Configuration Management

4.4.1. ISS shall provide configuration management and provide a single-point-of-contact for managing selected device configurations. ISS shall implement a disciplined network change methodology consistent with this SOW to ensure that configuration changes made to the Customer Network is done with minimal risk and network downtime. The service includes:

- Archive device configuration changes
- Configuration recovery in the event of loss or changes

4.4.2. ISS shall back up to off-site storage the device configuration data of ISS-provided equipment. In the event of a loss of the configuration files, the ISS Operations Support Center, with proper authorization from Customer, shall upload a copy of the most current configuration files as soon as commercially reasonable utilizing backup capabilities, or remote site repair visit.

4.4.3. As part of the configuration management service, ISS will perform configuration changes, following mutually agreed upon Customer change management procedures. ISS will not implement service-impacting configuration changes without Customer approval.

4.4.4. LJS will have read only access to router and switch for support. This does not include access to the configuration of router or switch.

4.5. Network Change Management

4.5.1. Network change management is the process of managing changes to the Customer environment described in this Schedule A of this SOW and includes changes to ISS infrastructure devices, location routers and location switches.

4.5.2. ISS shall manage and coordinate, with the approval of Customer the introduction of system changes and will implement authorized changes to the ISS managed Customer production environment using mutually agreed upon change management procedures.

4.5.3. ISS shall maintain current documentation of any changes to the ISS managed Customer production environment including installation of software and hardware updates and related activities.

4.5.4. Scheduled Down Time. Once a month there shall be a scheduled maintenance window, or as otherwise may be necessary in accordance with the network change control process. ISS shall obtain consent from Customer, which consent shall not be unreasonably

withheld, when this maintenance window shall be used and result in reasonable down time. The maintenance window is not typically required as configuration changes are normally managed and proactively scheduled with Customer input and consent. The agreed upon scheduled downtime shall be excluded from any applicable SLA calculation. Customer has the right to specify blackout periods for maintenance for non-urgent change controls (i.e. holiday periods or limited to hours between midnight and 5am).

4.5.5. Modifications to Location Router or Location Switch

4.5.5.1. Project requirements will be defined and documented by Customer and/or ISS as appropriate.

4.5.5.2. Customer and/or ISS shall review project requirements internally to verify functional accuracy.

4.5.5.3. Customer will follow internal change control processes to gain internal Customer approval for change(s).

4.5.5.4. Customer will create a ticket with ISS by sending ticket to

_____**@interfacesys.com**

4.5.5.5. ISS will develop the configuration modifications needed to implement the change.

4.5.5.6. ISS will implement the change in the Customer Location Lab.

4.5.5.7. Customer User Acceptance Testing (UAT) team will verify the change in the test locations, then report back to ISS the results of the test within 72 hours.

4.5.5.8. Customer will provide 5 production locations to ISS and a mutually acceptable schedule to install the change to said 5 production locations.

4.5.5.9. Change will be vetted in 5 production locations for no less than 72 hours and no longer than 120 hours.

4.5.5.10. Customer UAT team will verify the change in the 5 production locations, then report back to ISS the results of the test.

4.5.5.11. ISS will schedule changes to the remaining production locations, based on Customer deployment criteria specified in the ISS Ticket.

4.5.5.12. Customer will be notified of all change control requests and ISS will obtain Customer written approval of all Customer initiated change control requests.

4.5.6. Customer Initiated Modifications and Upgrades of Equipment.

4.5.6.1. Customer shall notify ISS of any engineering changes, upgrades, modifications, enhancements, or any other changes relevant to services provided in writing

with sufficient notice prior to upgrade or modification. Emergency requests are handled in real-time via escalation paths that will be provided.

4.5.6.2. For Customer initiated modifications or changes that would need to engage interaction with ISS engineer, ISS will provide engineering support at a T&M basis as outlined in Pricing Schedule F. These charges are not applicable for normal operations of the network. They are applicable for project work. Examples would include supporting a new piece of hardware in the network or LAN that requires configuration development, migration of a Customer head end or other requests that require incremental engineering resource and attention.

4.5.7. ISS Initiated Modifications to ISS Infrastructure.

4.5.7.1. ISS engineering will define proposed change(s) and determine potential impact to Customer systems or operations.

4.5.7.2. ISS will schedule change and notify Customer of proposed change(s) and potential impact along with timing for the change.

4.5.7.3. ISS shall provide at least five (5) business days' notice for routine events and operating environment changes to Customer.

4.5.8. Customer will monitor the proposed change schedule for conflicts and alerts internally as appropriate and provide change authorization via email approval from Customer Designee.

4.6. Network Security Management

4.6.1. ISS shall provide security management. Security management is the process that protects ISS and Customer assets from threats through the following actions:

- Establishing secure information access and usage;
- Authorizing and authenticating access to resources;
- Providing physical security as described in the host facility;
- Protecting data from unauthorized manipulation, alteration, reproduction, or viewing.

4.6.2. Network administrative access to any network device or endpoint will be limited to authorized ISS personnel or ISS third party vendors only. Such supplier personnel will adhere to and be bound by the confidentiality provisions of the Agreement.

4.6.3. Customer reserves the right to run quarterly vulnerability scans at locations with 72 hour notice to ISS, and must clearly identify each location that will be included in the scan.

4.6.4. Customer reserves the right to run vulnerability scans immediately if a vulnerability is suspected provided Customer will provide ISS notice within 24 hours of conducting any such scan.

4.6.5. Customer has an option for ISS to provide onsite remediation at the pricing in Schedule F.

5. PCI Services and PCI Compliance.

5.1. ISS PCI Compliance

5.1.1. ISS represents and warrants that it is and shall remain fully compliant with all applicable PCI compliance standards for transport and collocation service providers. ISS will maintain PCI compliance at the approved version over the term of the Agreement.

5.1.2. ISS shall provide a proprietary design and router configurations to support PCI compliance and ensure that Customer network is properly segmented from all other ISS customers. Customer shall be responsible for the proper data encryption and segmentation of the unique entities within Customer network.

5.1.3. ISS agrees that it does not and shall not store cardholder or Customer data of any of Customer customers.

5.1.4. ISS shall reasonably cooperate with Customer designated payment card industry (PCI) Auditor for the purpose of Customer obtaining and maintaining compliance certification as set forth in the PCI DSS Data Security Standards. ISS will interact with Customer auditor to facilitate the evaluation of the network by supporting conference calls and allowing the auditor to schedule visits to the ISS facilities and provide documentation as may be necessary for Customer certification and compliance.

5.2. IPS/IDS Logging, Reporting

5.2.1. IPS/IDS helps to protect the network by monitoring for and blocking network level threats before they can reach any vulnerable devices. IPS utilizes signatures, filters, sensors, quarantines and packet logging.

5.2.2. IPS provides some of the latest, up to date defense against attacks over the network. IPS signatures are updated constantly from a database that can identify thousands of known threats and even provides behavior based heuristics that enable identification for threats that don't have a signature yet developed.

5.2.3. IPS policies are attached to firewall rules based on Customer requirements.

5.2.4. Logs can be sent to a server provided and controlled by Customer for Customer review and appropriate action.

6. In-Location Wireless

6.1. One (1) Wireless Access Point (WAP) for each location identified on Schedule G.

6.1.1. Installation will be above the cabinet if signal strength is sufficient to meet Customer requirements within the dining area, manager's office or other key locations. If signal strength is not sufficient from that position, the WAP will be installed in the ceiling roughly in the middle of dining area. If signal strength is still not sufficient to all key locations, ISS will provide a quote for a 2nd WAP to improve coverage.

6.1.2. The Access Point will be powered via POE (Power Over Ethernet)

6.2. The WAP will be set up with 4 standard secure SSIDs

6.2.1. Customer will provide standard SSIDs and passwords that ISS will configure on the WAP. SSIDs provided by Customer are:

6.2.1.1. LJS Guest WiFi

6.2.1.2. LJS Corporate

6.2.1.3. POS InStore network - Private not broadcast

6.2.1.4. Vendor network - Private not broadcast

6.2.2. The wireless configuration must follow a standard template that is adhered to at all Customer locations.

6.2.3. ISS will modify the standard template password for Customer once per quarter upon request for security purposes. Customer will have the ability to make an immediate password change in the event of a potential security threat. Additional modifications or modifications other than to the standard template will be billed at the Move Add Change charge for Clerical work in Pricing Schedule F. An example would be if Customer requests ISS to manage the Splash page and any changes to it.

6.2.4. If SSID for employee use is activated, Customer will provide direction on which VLAN and firewall rules will be used for that traffic.

6.2.5. If requested, Guest WiFi will be enabled; however, Guest WiFi is not allowed on 4G primary services and Guest WiFi traffic will be suspended when sites are on 4G backup.

7. Project and Implementation Management

7.1. ISS shall provide complete project management services and personnel for the implementation of the network services contained in this SOW. This will be inclusive but not limited to:

- Order and provisioning of the circuits
- Aggregation design and engineering
- Equipment assignment
- Equipment configuration and staging
- Shipment of equipment
- Install technician assignment
- Coordination of install
- Test and turn up
- Turn over to operations

7.2. ISS shall assign a project manager to act as project leader and manage all aspects of this project. The project manager will be Customer main point of contact through the duration of this SOW. Scheduling, modifications or addendums to the project will be coordinated through and documented by the project

manager. ISS will provide appropriate resources at the applicable sites to provide the deliverables and meet the established time lines.

7.3. ISS shall provide project management support for the entire length of project timeline.

7.4. ISS shall provide detailed project plan for Customer approval.

7.5. ISS project manager shall be responsible to coordinate and schedule all project tasks working with all teams to ensure timely task completion.

7.6. ISS shall identify, obtain and assign resource owner for each task.

7.7. The ISS project manager shall identify and provide the ISS resources needed for implementation during each phase, based on project requirements.

7.8. The ISS project manager shall document and maintain current the project plan including the documentation of the tasks assigned to Customer.

7.9. ISS shall provide the appropriate ISS points of escalation.

7.10. Implementation Management – Conversion Project

7.10.1. ISS shall prepare an installation guide for deployment of services. The guide is intended to provide the details and processes that shall be followed by installation personnel to ensure that the system is professionally and properly installed to the industry and Customer standards. The installation guide will include the steps required for installation of the services sufficient to achieve acceptance.

7.10.2. ISS will call up to 2 weeks in advance to perform a pre-site survey checklist to ensure location readiness, receipt of equipment, and other factors affecting deployment as agreed upon by Customer and ISS.

7.10.3. ISS will call the location the day before scheduled visit to validate location readiness, equipment availability, and confirm appointment.

7.10.4. ISS will be onsite at agreed upon visit date and follow established communications plan.

7.10.5. ISS shall provide implementation services as required to successfully install a properly functioning system. Installations shall generally occur during normal business hours of Monday through Friday 9:00 AM to 6:00 PM local time.

7.10.6. ISS will make every effort to schedule installations based on criteria Customer provides relating to any days/dates that cannot be scheduled such as holidays, truck days, first/third of month, etc. and will adhere to “blackout schedule” in advance.

7.10.7. ISS will provide the installation schedule and communicate any subsequent changes to Customer.

7.10.8. ISS will provide location notifications in advance to the Customer Operations area for distribution to the locations involved.

7.10.9. Should the field service technician be denied access or delayed access the field technician shall immediately, prior to leaving the Site, contact the ISS Project Manager. The ISS Project Manager shall contact the on-site remote contact (e.g., Customer Employee) to resolve or reschedule, as the case may be, the Site visit. Should the technician be turned away or unreasonably delayed for convenience, Customer shall be responsible for a Missed Appointment fee as outlined in Pricing Schedule F.

7.10.10. Downtime for Customer locations will be within agreed upon time as stated in the SOW.

7.10.11. ISS will install 4G/3G backup in the ISS equipment cabinet if signal strength is acceptable there. If signal strength is unacceptable in this location, ISS will relocate the 4G/3G router outside the cabinet to an area that provides acceptable signal strength and/or augment with an extended antenna.

7.10.12. ISS shall secure and professionally dress all cables (outside of cabinet and within 5 feet of cabinet) with tie-wraps, and will perform wiring clean-up on a time and material basis per Schedule F, if Customer so choses to have wiring cleanup work completed during this rollout. ISS may choose to perform such wiring cleanup during the conversion if timing allows, or on a subsequent truck roll, if the schedule so dictates.

7.10.13. ISS shall validate and test all network access with ISS Network Operations Center as described in the acceptance section of this SOW.

7.10.14. Each subsequent installation(s), past the initial order, may require modification to this implementation services section and can be modified by either Change Order or Addendum.

7.11. Implementation Management – New Builds and Relocations

7.11.1. ISS shall cooperate in the preparation of an installation guide for deployment of services. The guide is intended to provide the details and processes that shall be followed by installation personnel to ensure that the system is professionally and properly installed to the industry and Customer standards. The installation guide will include the steps required for installation of the services sufficient to achieve acceptance.

7.11.2. ISS will work with Customer to address Relocations to ensure that the Installation Guide properly handles IP address conflicts.

7.11.3. Customer will provide ISS with the location opening schedule and ISS will coordinate the required installation and testing to meet the overall coordinated installation window involving the General Contractor, the POS vendor and the Location Opener.

7.11.4. Each new build location will be able to use the same phone number from beginning of construction, through location opening, and for the life of the location, with no need to change or port numbers, as long as the below steps are followed. Note that these steps are most applicable to new ground-up construction where broadband and voice service does not yet exist. Some steps can be skipped for locations that have had services previously (such as a mall).

- After notification to ISS from Customer of a new location, ISS will issue that location a permanent phone number.
- Customer to use ISS provided phone number for all distributions, public, and private records
- Once Customer provides ISS with the site's POTs number, ISS will perform a remote call forward from the ISS issued number to the construction POTs line.
- At time of VoIP install, the location phones will be moved from the POTs construction line to the new VoIP service, and the remote call forward removed.
- All calls sent to the ISS provided permanent phone number will now go to the VoIP equipment.
- This cut over is performed while the tech is on site, and no number porting or change of number required
- Following the installation, the POTs line will be canceled if not needed for other Customer services.
- As long as the POTs number is not provided as a number to reach the location with, anyone calling the site during construction will be able to reach the location via the same number once the location is opened, and beyond.
- This process eliminates the need of temp numbers, and the need to port.

7.11.5. ISS will accept/schedule new locations via Customer Deployment calendar. Updates from Customer or ISS are communicated via email. Emergency changes or requests should also be followed with email notifications to Kevin.Decker@ljsilvers.com, ljshd@ljsilvers.com and Susan.potts@ljsilvers.com

7.11.6. ISS Operations will obtain the location's new permanent phone number from ISS VoIP provisioning team and provide to the Customer construction and project teams for distribution.

7.11.7. The ISS installer will be onsite the scheduled day as defined in the New Location Calendar. Start time 9am local time. Equipment should be fully installed and tested by end of day. Customer to work with ISS to develop the best mutually acceptable process regarding any future changes to the scheduling requirements, or installation timing.

7.11.8. Should the field service technician be denied access or delayed access by more than 30 minutes the field technician shall immediately, prior to leaving the Site, contact the ISS Project Manager. The ISS Project Manager shall contact the on-site remote contact (e.g., Customer Employee) to resolve or reschedule, as the case may be, the Site visit. Should the technician be turned away or unreasonably delayed for convenience, Customer shall be responsible for a Missed Appointment fee as outlined in Pricing Schedule F.

7.11.9. ISS will work with Customer on the best specific installation procedures to install ISS services in new location locations, drawing from experience working with other QSRs and retailers and installing ISS services in thousands of new build locations.

7.12. Installation and Maintenance Site Acceptance

7.12.1. Site acceptance shall occur upon the successful testing of the installed system by the ISS Test & Turn-up (TTU) team or help desk.

7.12.2. ISS installer shall call the TTU team and identify themselves as ISS installer at the given site ID. The TTU team will then confirm connectivity and backup, where applicable, via ping test conducted by TTU.

7.12.3. Before ISS technician leaves the sites, the following items will be checked:

- Location is able to ring transactions, process credit cards, and access to location portal functions properly
- Primary circuit speeds test out at least 75% of nominal Minimum Ordered Speeds, and will be noted on speed tests upon TTU
- Cellular backup installed and failover/failback fully tested and functional.
- Confirm connectivity with LJS helpdesk and receive sign off number. Specifics to be agreed upon mutually by the operational teams during POC with commitment that LJS will not cause additional delay for the technician on site (or agree on an incremental installation fee to accommodate LJS-caused delays).
- Post installation pictures will be taken by the ISS technician and will be made available to LJS through a method mutually agreed upon by the operations teams during POC.

7.12.4. In the event that the acceptance testing fails then ISS shall correct the installation and repeat the acceptance testing until the installed system passes the acceptance test.

7.12.5. Existing customer equipment will be handled according to Schedule E.

8. Performance Management and SLAs

This Section defines the levels of service ISS shall provide to Customer during the term of the Agreement. The Service Level Agreements establish standards against which ISS's performance will be measured, and further establishes a structure through which Customer may receive liquidated damages in the form of credits for ISS' failure to achieve the required service level commitments for any given month (either as a direct credit from ISS or, in certain cases as noted below, as a pass through from remedies provided to ISS by its network providers) and/or certain additional rights with respect to chronic sites (if any), as further set forth below. Such liquidated damages are identified below and will be paid as credits. Any such credits will be calculated based upon the monthly recurring Services charges. If a single network-wide outage could potentially affect the measurement of multiple service level standards, such outage will only count toward the measurement of the network availability service level standard. The amount of aggregate credits granted (or applied to) for any given calendar month may not exceed the total monthly recurring Services charges paid to ISS by Customer.

8.1 Installation Interval

8.1.1. Customer and ISS acknowledge that the initial order rollout will be as mutually agreed, scheduled, and deployed by the parties, with a mutually agreed upon plan to complete the rollout in advance.

8.1.2. Customer will provide full access and adequate time windows (during normal business hours Monday through Friday) to sufficiently complete site installations

8.1.3. Service Level Standard. For Secure Managed Broadband circuit order provisioning, Customer will provide ISS with minimum notification time between order and requested installation date (Due Date) of sixty (60) calendar days.

8.1.4. Due Dates during the conversion project for conversions of existing locations to the ISS network are target dates. ISS will work diligently to hit those targets. Dates are expected to shift somewhat based on project needs. Any change in conversion due date will be communicated within the communication timelines specified in the Implementation Management section of this Schedule. These conversion site due dates will not qualify for any SLA credits.

8.1.5. Due Dates for new builds and post-conversion orders are Hard Due Dates subject to SLA. ISS will complete 100% of site installations by the assigned Hard Due Date in adherence to the published and mutually agreed upon schedule unless Customer agrees to a modified due date in advance via email or unless Customer causes the delay. For new builds, Customer will provide ISS with both soft and hard install dates. If ISS is unable to complete installation of circuit by the Hard Due Date, ISS may install temporary 4G/3G primary service at no additional cost until circuit can be installed in order to meet the due date. In the event ISS installs 4G/3G wireless services due to delays in getting terrestrial circuit installed, ISS will replace the 4G/3G wireless service within 60 days of the scheduled installation date for the circuit, if terrestrial service is available. If no terrestrial service is available site will remain on dual 4G, and ISS will check for terrestrial service availability every 90 days.

8.1.6. ISS will complete 100% of new build site installations by the Hard Due Date.

8.1.7. Method of Measurement – The interval is calculated as the number of calendar days between the date an order is received and confirmed by ISS to the date of the actual installation of service and does not include the day the order is received. Any changes to the requested installation date will be considered a new order date and will start the clock over.

8.1.8. Liquidated Damages. Any applicable liquidated damages due Customer for a missed installation due date will be credited by ISS to Customer within thirty (30) days after the end of the month in which the event giving rise to a claim for liquidated damages occurs. ISS shall give Customer a one-time credit to be applied against future Service Charges ("Missed Hard Due Date Credit"). If ISS does not complete installation of a circuit by the hard install date, or install temporary 4G service, ISS will provide a one-time credit equal to 50% of the monthly recurring charge for secure managed broadband service per affected location. If a location is brought up on temporary 4G and the permanent circuit is not installed within 60 days of the due date, where terrestrial service has been verified as available, then ISS will provide a one-time credit equal to 50% of the monthly recurring charge for secure managed broadband service per affected location.

8.2 Circuit Speeds

8.2.1. Service Level Standard - Circuits will be tested during Test/Turn-up to ensure they meet 75% of Minimum Ordered Speeds. If Customer suspects a circuit at a specific location is underperforming based on Customer measurement, Customer will provide ISS with speed test results and ISS will work with carrier to remediate.

8.2.2. Method of Measurement – Customer will provide speed test results as measured from Customer's on-premise device.

8.2.3. Remedy - If speed test results indicate circuit speeds less than 75% of Minimum Ordered Speeds, ISS will have 45 days to remedy the speed issue or replace the circuit. If speed issue is not resolved by that time, Customer may cancel service at this location with no penalty or may accept the speeds at that site. If an alternative type of service is available at higher speed but also higher cost, ISS will provide a quote to Customer for that service at that site and Customer may opt to switch the underperforming circuit with new service at the alternative price.

8.3 Network Availability

8.3.1. Performance Metrics will be monitored through the use of active polling. Active polling for router up/down, switch up/down and backup interface status shall occur for each installed site once per 5-minute interval. If polling indicates a site is down because of the status of the circuit or those devices, that state is logged to ISS's interactive monitoring system and the status is immediately available and time stamped in the ISS Portal. Once a site is polled as down on 3 subsequent polling intervals, a fault condition exists and a ticket is generated, and ISS shall begin fault management and maintenance as applicable.

8.3.2. ISS shall monitor and provide a monthly report (or portal access) of site availability, which shall include the site, the number of times the site was unavailable, the total time that the site was unavailable.

8.3.3. Service Level Standard. The services shall be available on primary or backup on a 24-hour per day, 365-days per year basis (the "scheduled service time"). The Network Availability covers 24x7x365, and shall be available no less than 99.9% Per ISS, the SLA is 99.9% of the Scheduled Service Time for the Customer network for each calendar month.

8.3.4. Method of Measurement. The duration of a service outage is measured by the number of minutes during the scheduled service time that elapse from the time that a trouble ticket is opened to the time that the services have been restored. Customer availability for a given calendar month shall be a fraction, the numerator of which shall be equal to the aggregate number of minutes of outage for Customer online equipment for such month across all locations, and the denominator of which shall be equal to the total number of minutes of scheduled service time across all locations for such month.

Use of 3/4G back-up solution to remedy service loss will be included in Network SLA and will be calculated as time available for purposes of all calculations.

Network Availability Calculation is as such:

Total Outage Minutes across all locations

Total Minutes in a Month for all locations

The calculation worksheet may look like this:

Site Name	Total Outage Seconds	Availability	Seconds On Wireless	Percent On Wireless	Total Seconds in Month
00001	7200	99.7312%	0	0.0000%	2678400
00002	0	100.0000%	36000	1.3441%	2678400
00003	0	100.0000%	0	0.0000%	2678400
Total	**7200**	**99.9104%**	**36000**	**0.4480%**	**8035200**

Network services are available while on backup

8.3.5. Liquidated Damages. Any applicable liquidated damages due Customer for a Service interruption will be calculated on a monthly basis, as specified below, and credited by ISS as a credit to Customer within thirty (30) days after the end of the month in which the event giving rise to a claim for liquidated damages occurs. If the aggregate number of minutes of Service interruption for all of Customer locations on the ISS network for a given calendar month exceeds 0.1% of the aggregate number of minutes of Scheduled Service Time as outlined above in "Methods of Measurement", then ISS shall give Customer a credit to be applied against future Service Charges ("Service Interruption Credit") to be computed as follows:

- 99.0% - 99.9% 5% of total monthly Network and Voice Services fees for affected sites
- 95.0% - 98.99% 10% of total monthly Network and Voice Services fees for affected sites
- Below 95% 25% of total monthly Network and Voice Services fees for affected sites

For the purposes of credit calculation, Network and Voice Service pricing is outlined in Pricing Schedule F.

8.4 Mean Time to Restore (MTTR).

8.4.1. ISS agrees to comply with the response and resolution times set forth in Schedule D.

8.4.2. Service Level Standard. ISS will respond service within resolution times set forth in Schedule D 85% of the time for all P1, P2, P3, & P4 outages combined; 90% of the time for P1 outages and 80% of the time for all P2, P3, &P4 outages combined using average MTTR.

8.4.3. Method of Measurement. Site trouble ticket data will be the basis to determine whether the service level standard is being met. Outage MTTR is defined as the time from opening of a ticket for a specific outage at a specific site to successfully restoring that service at that site and closing that ticket as measured using ticket timestamps. Tickets that are still open at the beginning of a month will be included in the calculation in the month they are closed. Outage MTTR will be compared to the Target Resolution time for that Priority category as outlined in Schedule D. If the Outage MTTR is not within metric for its category, it will count as a Missed Outage MTTR for that category for that month.

8.4.4. Liquidated Damages. Any applicable liquidated damages due Customer for a Service interruption will be calculated on a monthly basis, as specified below, and credited by ISS as a credit to Customer within thirty (30) days after the end of the month in which the event giving rise to a claim for liquidated damages occurs. If the number of Missed Outage MTTR as outlined above in "Methods of Measurement" exceeds 15% of the total number of outages for P1 & P2 combined that month, then ISS shall give Customer a credit to be applied against future Service Charges ("MTTR Credit") of 20% of the monthly Network Services fees for the affected sites in P1 Category for the impacted services and for P2, P3, & P4 outages ISS shall give Customer a credit to be applied against future Service Charges ("MTTR Credit") of 10% of the monthly Network Services fees for the affected sites in that Priority Category for the impacted services.

8.5 Chronic Sites

8.5.1. Service Level Standard. A "Chronic Site" is a site suffering from 5 instances of intermittent service in a 30 day period; or 2 instances of "line down" in a 30 day period.

8.5.2. Method of Measurement. Site trouble ticket data will be the basis to determine whether the service level standard is being met.

8.5.3. Remedy. Upon being designated a Chronic Site, ISS will have 45 calendar days to remedy the problem with the current circuit or replace the circuit. ISS will use all commercially reasonable efforts to provide a suitable primary circuit, as outlined in Section 2. In the event that ISS cannot remedy the problem within the forty-five (45) calendar days, Customer may cancel the site without penalty, or accept continuation of the site service for which such site shall be thereafter excluded from all SLA calculations (including liquidated damages/credits for such chronic site). Chronic sites will be reviewed at least quarterly to determine if additional circuit options have become available.

8.5.4. Liquidated Damages. Any applicable liquidated damages due Customer for a Chronic Site will be calculated on a monthly basis, as specified below, and credited by ISS as a credit to Customer within thirty (30) days after the end of the month in which the event giving rise to a claim for liquidated damages occurs. For each Chronic Site, ISS will provide Customer with a credit for each day that the site remains a Chronic Site until such site ceases to be a Chronic Site, with the per day credit equal to 25% of circuit MRC divided by 30.

8.6 Service Level Conditions

8.6.1. ISS will use commercially reasonable efforts to provide the services in accordance with the service levels set forth in paragraphs above. Notwithstanding anything herein to the contrary, no service interruption, failure to restore or install a site, or other failure under paragraphs above shall permit Customer to terminate for "Cause" under the Agreement or "For Cause" under this SOW when due to any of the following causes:

- The failure or nonperformance of any Customer equipment not being maintained by ISS.
- Only one type of network services credit will be issued on the same site for the same month. Such credit will be the largest of the credits due for individual categories outlined above. For example, a credit will not be issued for the same site for network availability and packet loss.
- The fault, negligent act, or negligent failure to act of Customer, its employees, agents, or invitees, or any third party or person that is not a provider of services to ISS.
- Preventive maintenance, scheduled outages or upgrades, or other outages necessary to maintain the services in satisfactory operating condition, to provide additional system capacity, to protect the overall performance of the services.
- The unavailability of services to Customer, pursuant to Federal Communications Commission (FCC) rules and regulations published at 47 CFR 64.401, during emergency conditions such as major natural or man-made disasters and emergencies involving United States national defense and security.

9 Remote Management, Troubleshooting and On-site Service

9.1 Customer Contact Information. Customer shall identify the appropriate personnel who shall receive notification in the event of a service-related issue. Customer shall provide the name, address, telephone number, email, mobile phone or pager number, and fax number for each contact. Customer shall also identify alternate or backup personnel and their contact information. Customer shall provide notice to advise ISS of any changes to any contact information. Customer shall provide contact information and escalation procedure for Customer organization.

9.2 ISS Contact Information. ISS shall provide contact information and escalation procedure for the ISS organization

9.3 ISS shall provide remote management services consisting of fault management, performance management and configuration management in a proactive manner 24 hours per day/365 days per year each as described below.

- Fault Management. ISS shall provide detection, and initial diagnosis of faults on the Customer platform.
- Performance Management. ISS shall provide monitoring of applicable network elements to ensure that those elements are operating within the performance standards outlined in this attachment.

- Configuration Management. ISS shall monitor changes to monitored devices and provide backup support. ISS will provide configuration and change management for the device configurations including but not limited to IOS and patch management.

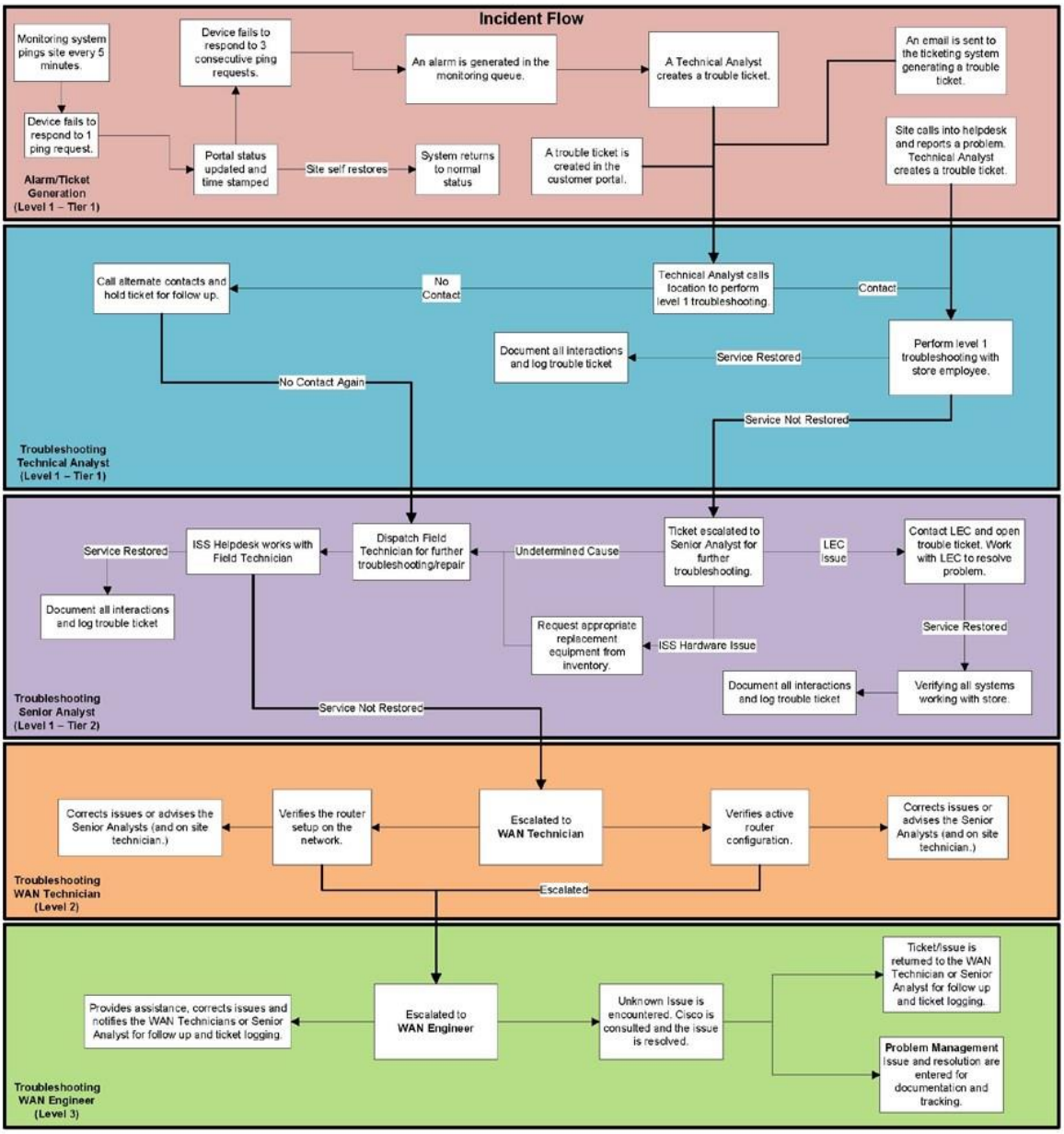
9.4 Fault Management and Awareness. The ISS network management system at the Secure Operations Center shall detect and report faults in the Customer equipment or network element that receives proactive monitoring and for each detected fault the ISS Secure Operations Center shall open a fault management ticket and promptly (within 15 minutes of detection) report such condition to the appropriate Customer designees via electronic mail and/or web portal tickets. Customer may also report faults through the ISS Portal, via an established toll-free telephone number or via email to the designated ISS email address, which will result in the opening of a ticket. Upon receipt of a ticket or request for a ticket from Customer, the ISS Secure Operations Center shall open or begin to work a fault management ticket.

9.5 Widespread system outage (more than 15 locations with P1 service outages) notification of impacted locations will be promptly communicated to _____@_____. During the outage, ISS will provide updates to Customer anytime there is a change in the incident status or at minimum every 1 hour.

9.6 ISS operates a Secure Operations Center staffed by analysts with general trouble shooting skills sufficient to:

- Open a trouble ticket and elevate to second level support
- Remotely access the device or platform to determine cause of the fault condition
- Perform remote remediation of the fault
- Dispatch field service engineer
- Provide timely updates of fault remediation activities
- Timely escalate fault remediation within ISS and other third-party organizations
- Involve ISS applicable senior technical and engineering staff to resolve complex fault Issues
- Verify fault condition is cleared and device is operating properly

Incident Troubleshooting Process Diagram



9.7 ISS will provide Level 1, 2, 3 help desk services for the services provided by ISS for all service locations under this SOW. Customer shall assign first level trouble shooting designee (typically location manager). ISS will properly identify themselves to the Location Team Member when contacting them to assist in troubleshooting. Location team member will be responsible to perform location level validation of fault and report site conditions and will work with ISS as required during troubleshooting steps, in the event that remote diagnostics and troubleshooting efforts are not successful.

9.8 Fault remediation commences promptly by performing remote diagnostics to isolate the error. Service management procedures are followed, which may include but are not limited to initial troubleshooting of site, which may include communications with location manager, dispatching ISS

or third-party maintenance service providers, notifying Customer personnel, and working with other third-party network service providers.

9.9 In the event that Customer suspects a fault which has not yet been detected by ISS, Customer or Customer Location Team Member can perform some basic troubleshooting steps and report their findings to the ISS Secure Operations Center. Customer agrees to make reasonable efforts to promptly report all faults to ISS so that ISS can be involved in trouble shooting those events and log information about the event as well as search for permanent resolution to the issue. ISS shall not accept any fault calls from any source other than the Customer Location Team Member and/or Customer Help Desk or other designated Customer employee.

9.10 ISS shall promptly issue a trouble ticket for any fault of which it becomes aware of through managed services that are monitored or when Customer reports a fault to ISS. All fault notifications and reports shall contain the following information:

- ISS fault and when applicable cross-reference to the Customer trouble ticket number
- Site address and identification code
- Equipment type and serial number
- Nature of the fault
- Time of fault (CST)
- Hours of access and site contact information
- Fault history including dates for the site
- Prioritization of dispatch (immediate or deferred)

9.11 The following steps will be followed when faults are identified:

- ISS shall electronically notify LJS Helpdesk and Customer designee within fifteen (15) minutes that a fault has occurred via a ticket viewable on Customer web portal and via email notification to email address as specified in advance by Customer.
- ISS will implement remote diagnostic and troubleshooting procedures including a remote power cycle via the Cloud Power Reboot appliance.
- ISS shall contact and verify the conditions with the remote location.
- If Customer designee is unable to resolve the fault, ISS shall continue the working with the remote location on basic troubleshooting steps.

9.12 Customer designee shall facilitate access to the Customer equipment, connection terminations and coordination of access to Customer remote site and remote site personnel as reasonably required by ISS for the remote and onsite maintenance of the Service. Any delays in assistance from the Location Team Member for any reason will have the period of delay eliminated from the MTTR and

Network Availability time calculation. ISS will work with Customer designee to perform basic trouble shooting steps as follows:

- Verify the on or off condition of power indicator lights to ISS equipment
- Verify the status of the carrier detect indicator lights on the ISS equipment front panel (solid on or off, or blinking on and off)
- Verify that ISS power cables for the ISS equipment is solidly plugged in at both ends
- Verify the site conditions (power, telephone services, facility is uncompromised)

9.13 If it is determined that the fault is caused by an applicable component of Customer equipment not covered by ISS or by a third-party maintenance service agreement, the ISS Secure Operations Center shall contact LJS Helpdesk for approval of any charges that may be applicable to dispatch a ISS technician or third-party technician as applicable to the site for remedial maintenance services. An example of this would be a Customer device on the LAN that requires on-site service or that caused an issue triggering a truck roll.

9.14 Onsite Maintenance Services. If the Secure Operations Center is unable to restore the equipment to proper operational condition through remote troubleshooting and diagnostics, a field engineer shall be dispatched to the Site.

- At LJS direction, this standard can be modified to require LJS approval prior to dispatch; however any delays in correcting the issue will be removed from all SLA calculations.

9.15 Scope of Maintenance Services. Maintenance Services provided by Company consist of restoring the equipment to proper operational condition in the event of a fault, through remote diagnostics and troubleshooting, and onsite replacement of nonfunctioning hardware; specific to the hardware in which Company provides maintenance or warranty. Onsite maintenance services includes:

- Delivery of spares with the arrival of the field engineer within the stated response times
- Coordination of arrival time and notification of arrival of the field service technician with Customer designee
- Replacing defective parts and field replaceable units with spares
- Restoral of equipment to proper operational condition
- Normal or Standard Business Hours are defined as 9:00AM – 6:00PM local location time Monday-Sunday for P1 cases, and Monday – Friday 9:00AM-6:00PM for P2 - P4 cases
- See Schedule F for “Demand Services” premium for request for on-site work to be provided outside normal business hours that are covered under the maintenance or warranty program
- See Schedule F for all pricing for work not included in maintenance coverage

9.16 Upon completion of the maintenance service, ISS field technician shall contact the ISS Secure Operations Center to perform site acceptance as set forth in the applicable section of this SOW

9.17 Specific operating procedures that modify or extend the above process steps will be worked out between ISS and LJS helpdesks and will be mutually agreed upon during the POC period.

10 Customer Web Portal

10.1 ISS shall provide a secure web interface to provide online information related to ongoing deployments as well as locations in service. Information available through the web portal will include at a minimum:

10.1.1 List and count of locations currently on ISS network

10.1.2 Review sites by drill down or site list

10.1.3 Overall network health status, shown on a graphical map with drill-down

10.1.4 Location network health status (Up/Down/Up on Backup)

10.1.5 Real-time access to view existing trouble tickets with status and commentary

10.1.6 Installation status, expected circuit date, actual circuit install date, and scheduled final install date

10.1.7 Status of install and service dispatch events (Open/Requested/Scheduled/Closed)

Schedule C to Statement of Work

Interface Digital Voice (IDV) Services

This Schedule C defines the Voice Services to be provided by Interface Security Systems, LLC ("ISS") under the terms and conditions of the Master Services Agreement (MSA) between Long John Silver's LLC. ("Customer" or "LJS") and ISS and is subject to and incorporates by reference the provisions of the Agreement and the Statement of Work (SOW). This Schedule C is made effective as of the Effective Date.

OUTLINE

1. **Voice Services, Terms and Conditions**
2. **Digital Voice Services Customer Requirements**
3. **IDV Project Management and Project Implementation**
4. **Digital Voice Configuration Management**
5. **SIP Trunks**
6. **IDV Performance Management and SLAs**
7. **Remote Management, Troubleshooting and On-site Service**
8. **Billing and Discontinuation of Service**

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1. Voice Services, Terms and Conditions

1.1. Customer hereby requests, and ISS agrees to provide, Interface Digital Voice Phone Service, a communication service that includes a Voice-over-Internet-Protocol ("VoIP") service (the "Service,") and related products and/or Services as set forth in this Schedule C (collectively, the "Interface Digital Voice Services or IDV") for each location, as indicated on the Site List attached to Schedule G of the SOW (collectively, as may be updated by any change order or addendum to this Schedule C or a new Schedule G, the "Sites"), upon the terms and conditions set forth in this Schedule C and the Agreement and SOW (the "Initial Order"). In consideration of Customer use and enjoyment of the Service, Customer agrees to pay a monthly fee to Interface in the amount set forth on Schedule F. **If any changes to this Agreement or ISS's Privacy Policy are required to be made by law, then ISS and Customer will work in good faith to agree upon such changes; provided, however, if the parties are unable to agree on such changes, then either party may terminate the Agreement without any penalty or early termination charges.**

1.2. <u>This Service is provided to Customer as a consumer user</u>. This means that Customer is not able to resell or transfer the Service to any other parties for any purpose, without express written permission from Interface in advance.

1.3. Customer agrees that the Interface Rate Plans do not confer the right to use the service for auto-dialing, continuous or extensive call forwarding, telemarketing (including without limitation charitable or political solicitation or polling), fax broadcasting or fax blasting.

1.4. Prohibited Uses. The service is provided to Customer solely for business use. Customer agrees to use the Service only for lawful purposes. This means that Customer agrees not to use it for transmitting or receiving any communication or material of any kind when the transmission, receipt or possession of such communication or material would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law or encourages conduct that would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law.

1.5. Loss of Service Due to Power Failure or Internet Service Outage or Termination or Suspension or Termination by Interface. Customer acknowledges and understands that the Service does not function in the event of power failure beyond the battery capacity of the ISS provided UPS, which has an expected load carry time of up to 30 minutes. Customer also acknowledges and understands that any VoIP Service requires a fully functional broadband connection to the Internet (and that, accordingly, in the event of an outage of, or termination of service, the VoIP Service will function on the backup service, but may experience a degradation in quality until primary internet service is restored. Should there be an interruption in the power supply or a circuit outage that impacts both the primary and backup, the Service will not function until power is restored or the circuit primary and backup circuit outage is cured. A power failure or disruption may require Customer to reset or reconfigure equipment prior to utilizing the Service.

1.6. Copyright / Trademark / Unauthorized Usage of Firmware or Software. The Service and any firmware or software used to provide the Service or provided to Customer in conjunction with providing the Service, and all Services, information, documents and materials on Interface's website(s) are protected by trademark, copyright or other intellectual property laws and international treaty provisions. All websites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively "marks") of Interface are and shall remain the exclusive property of Interface and nothing in this Agreement shall grant Customer the right or license to use any of such marks.

1.7. Tampering with the Service. Customer agrees not to hack or disrupt the service or to make any use of the Service that is inconsistent with its intended purpose or to attempt to do so.

1.8. Service Distinctions. Customer acknowledges and understands that the Service is not a traditional telephone service. Important distinctions exist between telephone service and the Service offering provided by Interface. Examples of some, but not all, of the important differences between traditional telephone service and this Service include the functionality of the Service in the event of a power shortage, fax communications capabilities, voice clarity and variability of service level. The Service is subject to different regulatory treatment than telephone service. This treatment may limit or otherwise affect Customer's rights of redress before Federal, State or Provincial telecommunications regulatory agencies.

1.9. No 0+ Calling; May Not Support x11 Calling. Interface's Digital Voice Service does not support 0+ calling (including without limitation collect, third party billing or calling card calling). Interface's Digital Voice Service may not support 311, 511, 976, 900 and/or other x11 (other than 911 and 411, which are provided for elsewhere in this Agreement) services in one or more (or all) service areas. All lines will be provisioned to block international calling, collect and third-party calls, pay per use features and a PIC is not available.

1.10. Information Customer provides may be submitted to applicable national databases, including, but not limited to, Automatic Local Identification (ALI) Database, Line Information Database (LIDB) and Caller ID with NAME Database (CNAM).

1.11. Service is designed to be user friendly. To the extent possible, the Service is designed such that equipment is pre-configured for plug-and-play use. In order to achieve this simplicity of use, only approved equipment may be used with the Service. Not all equipment will work with the Service. Additionally, equipment purchased for use with the Service may not work with a different VoIP service.

1.12. Telephone Numbers. Interface understands and agrees that any telephone numbers(s) transferred by Customer to Interface Service remain the property of Customer.

1.13. Subject to the terms and conditions hereinafter set forth, ISS agrees to install or cause to be installed equipment to be ISS Owned equipment and provide additional services as described in this SOW. Customer shall return the System to the ISS at the termination of this Agreement, or purchase such System, all in accordance with Section 6 of the Agreement. Misuse or negligence of the equipment by Customer is the total responsibility of Customer.

1.14. VoIP will be installed at each site listed in Schedule G in conjunction with the Network Services installation outlined in Schedule A of this SOW. Customer may request IDV Services for additional Sites at any time during the Term (as defined below) of this SOW by placing a new order via execution of a change order or addendum to this Schedule C or new Schedule C with the ISS. ISS shall manage and maintain Customer's IDV services as described in this Schedule C, for each of the Sites. ISS shall provide a Private IP Telephony Network for the purpose of transporting internal and external voice communications to and from Customer Sites provisioned on the ISS Network.

1.15. VoIP hardware (VoIP Phone Base station and 1 portable VoIP Phones) will be installed and connected to the network. Customer will maintain battery in cordless phone. If additional IP handsets are needed, they can be purchased at the pricing outlined in Schedule F.

1.16. Pricing is outlined in Pricing Schedule F.

1.17. Call Features - ISS shall provide each provisioned Site with the following calling features:

- One (1) Business Voice Line with "unlimited" local and long distance dialing for normal business use. Additional lines may be purchased for additional MRC per Schedule F.
- Extension type dialing with a dialing plan that assigns extensions based on a 5 digit location number.
- Caller ID
- Optional Auto-attendant / IVR capability to offer callers with a message for location hours or directions for example, or to route unanswered calls to a different predetermined number such as a call center or cell phone is available at optional pricing for setup, outlined in Schedule F.
- Reports and portal access to location call data such as missed calls, duration of calls, volume of calls, are available.

1.18. Call Routing

1.18.1. Routing of calls between Sites on ISS network will be transported as “On Net.”

1.18.2. Routing of calls to Site not on ISS network will be transported “Off Net” via the Public Switched Telephone Network (PSTN)

1.18.3. The ISS network will provide ingress and egress of voice calls between the Sites and the Public Switched Telephone Network (PSTN)

1.19. There may be some locations that cannot be converted to VOIP service due to e911, local number porting or other limitations beyond the control of ISS.

1.19.1. In the event the reason for lack of VoIP service is due to the Central Office being ineligible or excluded from the Number Portability Act requirements or there is no ability to port the existing telephone number and there is no adjacent rate center in the local calling area that does qualify for number porting, the existing analog line will need to be maintained at the Site and paid for by Customer. Inbound calls from the PSTN will be delivered to the location via analog lines and all outbound calls including long-distance, as well as any on-net inbound VoIP calls will be handled via the VoIP line provided by ISS. This configuration will be called a “Non-Portable” configuration.

1.19.2. In the event that POTS lines exist to support fire alarm panels, Customer will remain responsible for fire alarm POTS lines. As an option, ISS may provide Customer with a per site quote to migrate existing fire alarm systems to alternative IP and/or 4G communications, subject to local AHJ approval and required system upgrades.

1.20. Non-voice services not supported. Voice services only will be supported. Use of any form of non-voice analog equipment in the Sites will not be supported, unless expressly agreed to in this Schedule C.

1.21. **Emergency Services – 911 Dialing**

1.21.1. **Please read the information below about 911 emergency services carefully**. By using ISS's services, Customer acknowledges and agrees to all of the information below regarding the ISS 911 emergency service, and the distinctions between such service and traditional 911 or enhanced 911 ("e911") calls.

1.21.2. Customer acknowledges and understands that ISS offers a 911 emergency service as described herein and that such 911 dialing is different in a number of important ways (some, but not necessarily all, of which are described in these terms and conditions) from traditional 911 service, and that ISS has told Customer that ISS services do not support traditional 911 or e911. ISS 911 emergency service cannot be used in conjunction with a soft phone application and is only available on ISS - provided devices or equipment.

1.21.3. 911-Type Dialing Capabilities with ISS Services

When Customer dials 911 on Customer’s phone utilizing ISS's voice service, Customer’s call may be routed to a different dispatcher from that used for traditional 911 dialing. The dispatcher may be located at a public safety answering point ("PSAP") designated for the address Customer listed at the time Customer registered for the service or other back-up emergency answering services. ISS relies on third parties for the forwarding of information underlying such routing, and, accordingly, ISS and its

third party provider(s) disclaim any and all liability or responsibility in the event such information or routing is incorrect. In addition, ISS's 911 emergency service has fewer capabilities than traditional 911 or e911 service as follows:

ISS 911 EMERGENCY SERVICE IS AVAILABLE ONLY AT THE PHYSICAL STREET ADDRESS REGISTERED WITH ISS FOR THE PARTICULAR AREA CODE AND PHONE NUMBER AND MAY NOT BE AVAILABLE AT ALL FOR PHONES THAT MOVE FROM LOCATION TO LOCATION

Customer acknowledges and agrees that ISS's 911 Emergency Service will be available only at the physical street address associated with the particular Area Code and Phone Number assigned to Customer. Customer further acknowledges and agrees that ISS's 911 Emergency Service may not be available to a particular location and neither ISS nor its underlying service providers shall have any liability to Customer or any third party for failure to provide 911 services to Customer in the event of the assignment of an Area Code and Phone Number to Customer located outside of the Exchange Area associated with Customer's physical street address or relocation of the telephone device to which an Area Code and Phone Number has been assigned to a location other than Customer's physical street address as registered with ISS.

1.22.4. Failure to Designate the Correct Physical Street Address

IF CUSTOMER DOES NOT CORRECTLY IDENTIFY THE ACTUAL CURRENT AND CORRECT PHYSICAL STREET ADDRESS LOCATION WHERE CUSTOMER EQUIPMENT WILL BE LOCATED AT THE TIME CUSTOMER REGISTERS FOR ISS EMERGENCY SERVICE, 911 COMMUNICATIONS MAY BE MISDIRECTED TO AN INCORRECT LOCAL EMERGENCY SERVICE PROVIDER.

When activating ISS Services, Customer must provide the actual physical street address where the device will be located, not a post office box, mail drop or similar address. Customer acknowledges and understands that ISS's Emergency Service does not function properly or at all if Customer moves or otherwise changes the physical location of Customer's Device to a different street address. Any change of the device's physical address must be coordinated with ISS for the service and 911 to work properly.

1.22.5. Automated Number & Location Identification

THE PSAP RECEIVING ISS 911 EMERGENCY SERVICE CALLS MAY NOT BE ABLE TO CAPTURE AND/OR RETAIN AUTOMATIC NUMBER OR LOCATION INFORMATION.

ISS's system is configured in most instances to send the automated number identification information and to transmit identification of the address that Customer has registered with ISS to the PSAP and local emergency personnel for Customer's area when you dial 911; however, one or more telephone companies, not ISS, route the traffic to the PSAP and the PSAP itself must be able to receive the information and pass it along properly, and PSAPs are not yet always technically capable of doing so. Customer acknowledges and understands that PSAP and emergency personnel may or may not be able to identify Customer's phone number and location in order to call Customer back if the call is unable to be completed, is dropped or disconnected, or if Customer is unable to speak to tell them Customer's phone number and location and/or if the service is not operational for any reason, including without limitation those listed elsewhere in these Terms and Conditions.

1.22.6. Power Failure, Outages or Disruptions of Service

Customer acknowledges and agrees that ISS 911 emergency service will not function if Customer or ISS-provided IDV equipment fails or is not configured correctly or if Customer services are not functioning for any reason, including, but not limited to, in the event of a power outage, broadband service outage, or suspension or disconnection including suspension or termination of service by Customer's broadband provider and/or ISP or by ISS for any reason including billing issues or for other reasons described elsewhere in these terms and conditions. If there is a power outage, the ISS services and 911 emergency service will not function until power is restored and Customer may be required to reset or reconfigure the ISS equipment prior to being able to use your ISS service, including for 911 purposes.

1.22.7. Possibility of Network Congestion and/or Reduced Speed for Routing or Answering 911

Customer acknowledges and understands that for technical reasons associated with the possibility of network congestion, with ISS services, there is a greater possibility that Customer's 911 call will produce a busy signal or will experience unexpected answering wait times and/or take longer to answer, as compared to traditional 911 calls over traditional public telephone networks.

Customer acknowledges and accepts that ISS relies on third parties for the forwarding of information underlying such routing, and, accordingly, ISS and its third party providers disclaim any and all liability or responsibility in the event such information or routing is incorrect.

1.22.8. Limitation of Liability and Indemnification

AS DESCRIBED HEREIN, ISS's 911 EMERGENCY SERVICE CURRENTLY IS NOT THE SAME AS TRADITIONAL 911 OR E911 DIALING, AND AT THIS TIME, DOES NOT NECESSARILY INCLUDE ALL OF THE CAPABILITIES OF TRADITIONAL 911 DIALING. CUSTOMER ACKNOWLEDGES AND UNDERSTANDS SUCH LIMITATIONS AND AGREES TO RELEASE AND HOLD HARMLESS ISS, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND AGENTS AND ANY OTHER OF ITS UNDERLYING PROVIDERS, SERVICE PROVIDERS OR OTHER THIRD PARTY PROVIDERS WHO FURNISH 911 SERVICES TO CUSTOMER OR ISS IN CONNECTION WITH THE 911 SERVICE, FROM ANY AND ALL LIABILITIES, CLAIMS, ACTIONS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS FEES) BY, OR ON BEHALF OF, CUSTOMER OR ANY THIRD PERSON OR PARTY OR USER OF THE 911 SERVICE RELATING TO OR ARISING OUT OF THE ABSENCE, FAILURE OR OUTAGE OF THE 911 SERVICE, INCLUDING 911 EMERGENCY SERVICE AND/OR INABILITY OF CUSTOMER OR ANY THIRD PERSON OR PARTY OR USER OF THE 911 SERVICE TO BE ABLE TO DIAL 911 OR TO ACCESS EMERGENCY SERVICE PERSONNEL AND/OR MISROUTES OF 911 CALLS, INCLUDING BUT NOT LIMITED TO MISROUTES RESULTING FROM CUSTOMER'S PROVISION TO ISS OF INCORRECT ADDRESS INFORMATION IN CONNECTION THEREWITH. FURTHER, CUSTOMER HEREBY WAIVES ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION RESULTING FROM THE FOREGOING EVENTS OR CONDITIONS UNLESS IT IS PROVEN THAT THE ACT OR OMISSION

PROXIMATELY CAUSING THE CLAIM, DAMAGE, OR LOSS CONSTITUTES WILLFUL MISCONDUCT OR NEGLIGENCE ON THE PART OF ISS.

1.22.9. Alternative 911 Arrangements

Customer acknowledges that ISS does not offer primary line or lifeline services, and that ISS strongly recommends that Customer always have an alternative means of accessing traditional 911 services.

1.22.10. Customer Duty to Inform Other Users of Emergency Service Limitations. The documentation that accompanies each Device Customer purchases for use with the Service should include a sticker describing the limitations of the system for access to emergency services. If Customer's device does not include a sticker, Customer must call and one will be shipped to that site. Customer should not use the Device until a sticker is attached.

2. Interface Digital Voice Services Customer Requirements

2.1. Customer will execute a single Letter of Authorization (LOA) giving ISS authority to execute on Customer behalf.

2.2. Customer shall provide valid postal addresses that can be confirmed against the Master Street Address Guide ("MSAG"). In the event such postal address cannot be validated through MSAG, Customer will, upon notification of the same, immediately deliver a corrected address that can be validated against MSAG.

2.3. Customer will work with ISS if any additional signatures are required for individual carriers on a case-by-case basis.

2.4. To facilitate transition of phone line responsibility to ISS, Customer will provide ISS with the necessary data, and up-to-date phone bill records (no older than 45 days), as required by individual carriers on a case-by-case basis. If for any reason the porting process takes longer than 30 days ISS may require a more current version of the phone bill. **Customer's bill copy is not available when invoices are received via EDI. In such cases, Customer will supply the aforementioned LOA, as well as a list of account numbers for each BTN to be ported**.

2.5. Customer will provide adequate commercial power for ISS installed devices.

2.6. Customer will provide the On-Net extension calling plan for Sites on ISS network to ISS.

2.7. Customer will provide any required information, recording or other data for any additional calling features such as Automated Attendant.

3. Interface Digital Voice Project Management and Project Implementation

3.1. ISS shall provide the following Project Management services:

3.1.1. ISS shall assign a Project Manager to act as Project Leader and manage all aspects of this implementation project. The Project Manager will be Customer's main point of contact through the duration of this Schedule C. The Project Manager will work with Customer to manage project schedules, modifications, and addendums. ISS will ensure an adequate number of appropriately trained personnel are assigned at all times to meet the project deliverables in a timely manner.

Customer will provide the reasonable information, access and assistance to support ISS activities hereunder.

3.1.2. Project management support for the entire length of project timeline.

3.1.3. Coordinate and schedule all project tasks working with all teams to ensure timely task completion.

3.1.4. Draft a detailed project plan for Customer approval.

3.1.5. Identify, obtain and assign resource owner for each task.

3.1.6. Develop response and escalation plans and submit for Customer's approval.

3.1.7. Identify appropriate ISS points of escalation.

3.1.8. Document and resolve to Customer's reasonable satisfaction issues which may need to be addressed to ensure the timely completion of the deliverables in this Schedule C.

3.1.9. Attend and schedule meetings as may be required to ensure the timely completion of each deliverable and tasks.

3.1.10. Identify and provide the ISS system's resources needed for implementation, based on project requirements, as workload dictates.

3.1.11. Document and communicate to Customer current and foreseeable risks that may jeopardize the timely completion of any deliverable.

3.2. Interface Digital Voice Implementation

3.2.1. Location phone numbers will be ported (subject to portability constraints). After installation, ISS will request a port of the existing published telephone number from the old provider to ISS service so that inbound calls will route across ISS service. Until the port completes, inbound calls will continue to route to the old telephone handsets. Once the telephone number is ported (typically 7-14 days post-installation), the calls will route to the new ISS phones and Customer can remove the old telephone handsets.

3.2.2. For new builds, ISS will provide a new phone number for each new location to Customer prior to opening the location which negates the need for call forwarding, number porting or old service disconnection as outlined in steps below for converting existing service.

3.2.3. ISS will coordinate installation of the phone line as part of the installation of network services outlined in Schedule A of this SOW.

3.2.4. ISS shall create and prepare an installation guide for deployment of the IDV Services. The guide shall provide the details and processes to be followed by installation personnel to ensure that the services are professionally and properly installed, in keeping with industry and Customer standards. The installation guide shall be comprehensive to include the steps required for installation of the Digital Voice Services sufficient to achieve acceptance of the installation.

3.2.5. ISS will request a number port which will typically complete within 14 days of the installation. Ports can be delayed if there are open orders on the existing number or when existing carrier records are inaccurate or existing carrier is uncooperative.

3.2.6. Disposition of Customer Previous Voice Services – Billing from the previous carrier for any other services or telephone lines that are not ported and not documented as services to be disconnected or assigned to ISS will continue to be Customer's responsibility.

3.2.7. ISS will begin charging Customer for newly installed voice services upon installation of new service for non-ported locations and 15 days after installation of service for sites that are ported.

3.2.8. ISS will develop weekly report of telecom updates that will be sent to **ljshd@ljsilvers.com** so that Customer knows when sites are live "on-net" for extension dialing.

3.2.9. ISS will provide uninterruptible power supply to provide back-up power to provide protection from brown-out and power spike events and allow IDV equipment to continue to function for a brief period of time during a power outage event.

3.3. **Interface Digital Voice** Site Installation Acceptance - Site acceptance shall occur upon the successful testing of the installed service:

- ISS installer will place outbound call to test number in Customer facility.
- ISS installer will place outbound call to ISS test number in ISS facility.
- ISS installer will place a call to a toll free number.
- ISS installer will test on-net extension dialing.
- ISS personnel will test all contracted feature sets.

3.4. ISS will not complete the VoIP installation at the time of the initial installation if a problem exists that will not guarantee the operability of the service.

4. Interface Digital Voice Configuration Management

4.1. ISS shall maintain active configurations of the ISS managed equipment.

4.2. ISS shall back up device configuration data, log files, and other information critical to the support of ISS managed Equipment.

4.3. As part of the Configuration Management Service, ISS will perform minor configuration changes, defined as low-risk, limited-impact changes to a single device under Customer's change management procedures.

5. SIP Trunks

5.1. To keep calls between the corporate office and remote locations on-net instead of routing out through the PSTN, installation of SIP (Session Initiation Protocol) Trunking into Customer's PBX at corporate is required.

5.2. If Customer wants to minimize off-net traffic, Customer will agree to add SIP trunking between the Interface VoIP network and Customer's Corporate Headquarters according to the engineering design and pricing detailed in Pricing Schedule F.

5.3. If needed, Customer agrees to pay for any Customer PBX hardware changes required to support SIP trunking into Customer's Corporate Headquarters PBX.

5.4. Failure to install SIP trunks into Corporate could result in additional charges for off-net location-to-corporate calling.

6. Interface Digital Voice Performance Management and SLAs

This Section defines the levels of service ISS shall provide to the Customer during the term of the Agreement. The Service Level Agreements establish standards against which ISS's performance will be measured, and further establishes a structure through which Customer may receive liquidated damages in the form of credits for ISS' failure to achieve the required service level commitments for any given month (either as a direct credit from ISS or, in certain cases as noted below, as a pass through from remedies provided to ISS by its network providers) and/or certain additional rights with respect to chronic sites (if any), as further set forth below. Such liquidated damages are identified below and will be paid as credits. Any such credits will be calculated based upon the monthly recurring Services charges.

If a single network-wide event could potentially affect the measurement of multiple service level standards, such event will only count toward the measurement of the network availability service level standard. The amount of aggregate credits granted (or applied to) for any given calendar month may not exceed the 20% total monthly recurring Services charges paid to ISS by Customer. However, in the event carrier network services affect SLA's and credit remedies are provided to ISS as a result, these credit remedies shall be passed through Customer in the form of credits, on a pro-rata basis (based upon the portion of the affected services of ISS which are being provided to Customer by ISS hereunder).

6.1. Number Port Interval / Disconnection of previous service

6.1.1. Service Level Standard. Numbers generally port within 14 days of installation, but losing carriers sometimes cause undue delays. Customer will continue to pay service charges to the losing carrier until the number port completes (in the overlap period).

6.1.2. Service Level Commitment. ISS will defer billing for ISS Voice services at ported locations for 15 days, if our average port time exceeds 15 days for any consecutive 60 day period, to eliminate overlapping billing, for the period of time porting exceeds 15 days.

6.2. **Interface Digital Voice** Mean Time to Restore (MTTR).

6.2.1. ISS agrees to comply with the response and resolution times set forth in the tab Schedule D.

6.2.2. Service Level Standard. ISS will respond service within resolution times set forth in Schedule D 85% of the time for all P1 & P2 outages combines; 90% of the time for P1 events and 80% of the time for all P2 events using average MTTR. P3 and P4 will be measured and reported, but have no SLA.

6.2.3. Method of Measurement. Site trouble ticket data will be the basis to determine whether the service level standard is being met. Event MTTR is defined as the time from opening of a ticket for a specific event at a specific site to successfully restoring that service at that site and closing that ticket as

measured using ticket timestamps. Tickets that are still open at the beginning of a month will be included in the calculation in the month they are closed. Event MTTR will be compared to the Target Resolution time for that Priority Category as outlined in Schedule D. If the Event MTTR is not within metric for its category, it will count as a Missed Event MTTR for that category for that month.

6.2.4. Liquidated Damages. Any applicable liquidated damages due Customer for a Service interruption will be calculated on a monthly basis, as specified below, and credited by ISS as a credit to Customer within thirty (30) days after the end of the month in which the event giving rise to a claim for liquidated damages occurs. If the number of Missed Event MTTR as outlined above in "Methods of Measurement" exceeds 15% of the total number of events for P1 & P2 combined that month, then ISS shall give Customer a credit to be applied against future Service Charges ("MTTR Credit") of 20% of the monthly VoIP Services fees for the affected sites in P1 Category for the impacted services and for P2 events ISS shall give Customer a credit to be applied against future Service Charges ("MTTR Credit") of 10% of the monthly Network Services fees for the affected sites in that Priority Category for the impacted services.

6.3. **Interface Digital Voice** Chronic Site Standard

6.3.1. Service Level Standard: A site with 3 or more service outages requiring a field service dispatch during any rolling thirty (30) day period or a Fault, that is within the control of ISS and that continues for more than 5 calendar days will be considered a "Chronic Site". Circuit outages are beyond the control of ISS and are excluded from the Chronic Site determination; however, ISS will make best efforts to remedy Circuit outages as quickly as possible.

6.3.2. Method of Measurement: Site trouble ticket data will be the basis to determine whether the service level standard is being met.

6.3.3. Remedy. Upon notification that a Site is determined to be a Chronic Site, ISS will have 45 calendar days to remedy the problem. In the event that ISS cannot remedy the problem within the forty-five (45) calendar days, Customer may request that ISS transition the Site back to an analog POTS line that ISS will pay for and manage, which will be installed in the "Non-Portable" configuration described in section 1.19 of this Schedule C.

6.4. **Interface Digital Voice** VoIP Service Level Conditions

6.4.1. ISS will use commercially reasonable efforts to provide the Services in accordance with the service levels set forth in Paragraphs above. No service interruption, failure to restore or install a Site, or other failure under Paragraphs above shall be subject to ISS moving the Site back to POTS line under this section when due to any of the following causes:

- The failure or nonperformance of any Customer equipment not being maintained by ISS.
- The fault, negligent act, or negligent failure to act of Customer, its employees, agents, or invitees, or any third party or person that is not a provider of services to ISS.
- The unavailability of Services to Customer, pursuant to Federal Communications Commission ("FCC") rules and regulations published at 47 CFR 64.401, during emergency conditions such as major natural or man-made disasters and emergencies involving United States national defense

and security. ISS shall fully report and record any event that falls into this category and act as aggressively as reasonably necessary to restore services.

7. Remote Management, Troubleshooting and On-Site Service

7.1. Customer Contact Information. Customer shall identify the appropriate personnel who shall receive notification in the event of a service-related issue. Customer shall provide the name, address, telephone number, email, mobile phone or pager number, and fax number for each contact. Customer shall also identify alternate or backup personnel and their contact information. Customer shall provide notice to advise ISS of any changes to any contact information. Customer shall appoint Customer designee. Customer shall provide contact information and escalation procedure for Customer organization.

7.2. ISS Contact Information. ISS shall provide contact information and escalation procedure for the ISS organization.

7.3. Managed IDV Services shall commence upon completion of the installation and following Customer's acceptance of the Customer's IDV VoIP solution elements.

7.4. Fault Management and Awareness. ISS will provide monitoring, alerting, and response services (Operational Support) for ISS digital voice managed services, including all ISS provided devices, network equipment, and voice service dependencies. Operational Support will include:

- Continuous (24x7x365) monitoring for, alerting on, and responding to events, conditions, incidents, anomalies, etc. that impair the security, service delivery, or quality of service of digital voice services.
- Triage actions or coordination of triage actions in the event of a security, service delivery, or quality of service event related to digital voice services.
- Troubleshooting actions or coordination of troubleshooting actions in the event of a security, service delivery, or quality of service event related to digital voice services.
- Report production, publication, and delivery of key performance metrics defined in Section 6 of this Schedule C.

7.5. When ISS identifies a problem and initiates the problem resolution process, ISS shall be responsible for working with Customer or Customer Designee at the Site in executing the following troubleshooting steps to remedy the fault condition.

- Verify the on or off condition of power indicator lights on the equipment.
- Verify the status of the Carrier Detect indicator lights on the Customer provided router and equipment front panel.
- Verify that power cables for the equipment are solidly plugged in at both ends.
- Verify the Site conditions (Site has power).

7.6. If ISS is unable to restore the Equipment to Proper Operational Condition through remote troubleshooting and diagnostics, a Field Engineer shall be dispatched to the Site. On-Site Maintenance Services includes:

- Delivery of Spares with the arrival of the field engineer/dispatched technician within the stated Response Times.

- Coordination of arrival time and notification of arrival of the field engineer with the remote on-site contact (I.E., Customer Location Employee).

- Replacing defective parts and field replaceable units with Spares.

7.7. When site visits are required to restore IDV service, ISS agrees to comply with the response and resolution times set forth on Schedule D attached hereto.

7.8. Maintenance Services provided by ISS consist of restoring the Equipment to proper operational condition in the event of a Fault, through remote diagnostics and troubleshooting, and on-Site replacement of non-functioning hardware specific to the hardware in which ISS provides maintenance.

7.9. **I**f it is determined that the Fault is caused by an applicable component of Customer Equipment not covered by ISS or by a third-party maintenance service agreement, which includes any significant equipment not installed by ISS, the ISS SOC shall contact Customer for approval of any charges that may be applicable to dispatch a technician to the Site for remedial maintenance services.

7.10. ISS will provide trended dynamic calculated MOS Scores in the ISS Portal.

7.11. Should the field service technician be denied access or delayed access the field technician shall immediately, prior to leaving the Site, contact the ISS Secure Operations Center. The ISS Secure Operations Center shall contact the on-site remote contact (e.g., Customer Location Employee) to resolve or reschedule, as the case may be, the Site visit. Should the technician be turned away or unreasonably delayed for convenience, Customer shall be responsible for a Missed Appointment fee as outlined in Pricing Schedule F.

8. Billing and Discontinuation of IDV Service:

8.1. Billing; Payment; Overage Charges. Interface will bill all charges (including without limitation, applicable rate plan, applicable taxes and surcharges monthly in advance. All other charges will be billed monthly in arrears, including but not limited to: any charges linked to the service that are not covered under the maintenance plan.

8.2. Billing Disputes. Customer must notify Interface by email or mail within 90 days after receiving ISS's invoice if Customer disputes any Interface charges on that statement or such dispute will be deemed waived. Customer will not be responsible for late fees during the dispute period. ISS and Customer will work to resolve disputes within 30 days; such period may be extended up to another 30 days upon request by either party. Billing disputes should be notified via e-mail to disputes@interfacesystems.com or sent to the following address: Interface Security Systems, LLC, 3773 Corporate Center Drive, Earth City, MO 63045

8.3. Termination and Obligations Regarding Devices. Interface is designed to be simple to use. All equipment used in connection with the Service must be technically compatible. Only certain prescribed Analog Telephone Adapters ("ATAs"), IP phones and soft phones will work with the Service. Interface makes available an ATA and/or IP Phone for provisioning of VoIP services. These devices are wholly owned by Interface and at no time from start to finish of the service does Interface release or transfer ownership. The device is on loan to the subscriber at the discretion of Interface. Upon proper termination, Interface will ask Customer for the return of the device in good working order free from defects or physical damage. The cost of

the ATA is $75.00 and the cost of the IP phone is $200.00. When Customer terminates service, Customer must ship device back to Interface. If Customer fails to fulfill this obligation Interface will charge or collect any fees required to fulfill the replacement cost. THIS FEE IS FULLY REFUNDABLE if Customer returns device in good working order free from physical defects within 60 days of termination.

8.4. Taxes, Charges, Surcharges, Fees. Customer is responsible for, and shall pay, any applicable federal, state, provincial, municipal, local or other governmental sales, use, excise, value-added, personal property, public utility or other governmental or quasi-governmental taxes, fees or charges now in force or enacted in the future, that arise from or as a result of Customer's subscription or use or payment for the Service, except for any such taxes, fees or charges based on Interface's income or operations. Such amounts are in addition to payment for the Service and will be billed to Customer as set forth in this Agreement.

Schedule D to Statement of Work

Priority Levels and Response Times

This Schedule D defines the Priority Levels and Response Times to be provided by Interface Security Systems, LLC ("ISS") under the terms and conditions of the Master Services Agreement (MSA) between Long John Silver's LLC. ("Customer" or "LJS") and ISS and is subject to and incorporates by reference the provisions of the Agreement and the Statement of Work (SOW). This Schedule D is made effective as of the Effective Date.

Priority	Description	Onsite Response Time	Guideline for Response	Types of Incidents
1	Product or Service Failure is having Critical Impact on Customer Operations	Next Business Day	Work begins immediately and continues until problem is resolved or a work-around is produced and acceptable to Customer.	Network Hard Down (including router or switch)
2	Product or Service Is Impaired and is having Critical Impact on Customer Operations	2 Business Days	Work begins immediately and continues until the problem is resolved or until a work-around is produced that is acceptable to Customer, or if acceptable to customer allowing problem to be reclassified to a Priority 3	Network on Backup service Business WiFi down All phones down or degraded
3	Product or Service operates with impaired functionality or causes degraded performance without having a critical impact on Customer Operations	4 business days	Work around provided within Completion Deadline. For hardware related problems the correction will be provided as a permanent fix. For software a permanent correction will be provided in next release of Software.	Backup down (primary connection up) Individual phone/line station issue
4	Product or Service defects cause minor inconveniences	5 business days	Work around provided within Completion Deadline, permanent correction in next release of Software.	Cabinet lock Software/Firmware update needed Guest WiFi

Business Days Definition

P1 = Monday – Sunday 9:00AM – 6:00PM local time local time

P2-P4 = Monday – Friday 9:00AM – 6:00PM local time

Schedule E

Asset Removal

This Schedule E defines the Asset Removal process and equipment for the equipment to be removed by Interface Security Systems, LLC ("ISS") under the terms and conditions of the Master Services Agreement (MSA) between Long John Silver's LLC. ("Customer" or "LJS") and ISS and is subject to and incorporates by reference the provisions of the Agreement and the Statement of Work (SOW). This Schedule E is made effective as of the Effective Date.

1. LJS will provide a box or boxes in the restaurants to be used to for existing equipment.
2. LJS will provide appropriate shipping label (s)
3. ISS Technician will dismount existing equipment and place in box and prepare box for shipping. Shipping label will be applied to box and box will be left with the restaurant manager for pickup by UPS or FedEx. Equipment will include:
    - Router/Firewall
    - Switch
    - Telephone handset(s)
4. Additional procedures or modifications to this procedure will be mutually agreed upon during POC.

Schedule F to Statement of Work

Pricing & Services Available

This Schedule F defines the pricing for the services to be provided by Interface Security Systems, LLC ("ISS") under the terms and conditions of the Master Services Agreement (MSA) between Long John Silver's LLC. ("Customer" or "LJS") and ISS and is subject to and incorporates by reference the provisions of the Agreement and the Statement of Work (SOW). This Schedule F is made effective as of the Effective Date.

1. Equipment

1.1. Each site included in the conversion will be equipped with ISS-owned and managed equipment as outlined in Table 1 below. ISS will retain title to all CPE. ISS will install and manage the core network equipment as outlined in Section 4 necessary to support the sites once converted to the new network.

1.2. Upon acceptance of a site installation Customer shall be responsible for damage or loss of equipment except where ISS or its third-party contractors cause such damage or loss. In the event of loss or damage for which Customer is responsible then Customer shall pay ISS to replace or repair damaged equipment. Customer shall be responsible for battery maintenance in the cordless phone handset.

2. Payment Terms

2.1. Customer agrees to pay ISS the one time and monthly recurring fees outlined below, plus tax, per location for the services listed in Tables 1 and 2 and further described in this SOW, attached Schedules to this SOW. Such payment will be made for the duration of and in accordance with the terms of the MSA requiring payment within 45 days after receipt of invoice, and will commence for each system as each system is installed and properly functioning at each location.

3. Pricing

3.1. The initial invoice may include pro-rated charges and will include the first months MRC

3.2. LJS location pricing for services and equipment included in Table 1 below is as follows:

	NRC	MRC
Conversion Locations	$ 299.00	$274.95
New Build Locations	$ 999.00	$274.95
Relocation Locations	$ 999.00	$274.95

TABLE 1 – Services Breakout for LJS corporate locations

Store Equipment -ISS owned and managed	**Store Service**
Fortigate 60E	Broadband, Router, Network Management, Monitoring, Maintenance, IPS/IDS
Fortinet FortiSwitch 248EPOE	48 port switch with 24 ports POE
CradlePoint 850 with POE	4G backup with Management and maintenance
External Antenna up to 15% of sites	Improved 4G signal
FortiAP 221E Wireless Access Point	WiFi
WattBox	Remotely controlled switchable power strip
Cabinet Enclosure w/Combo Lock	Secured equipment
UPS	Brown out protection, approx 30 minutes power
Cordless IP Phone base station with 1 portable handset - Yealink W52P. (Customer maintains battery).	VoIP line, Unlimited local and LD, Management, Maintenance (1 line per location)

3.3. **Head End Equipment and Circuits**

3.3.1. Customer will provide colocation space and power appropriate for the head end VPN concentrators. Customer will provide the head end Internet circuits per Schedule A Section 4.3. ISS will provide and manage head-end VPN concentrators at the primary aggregation point. Bandwidth needs will scale as more traffic is passed between locations and the primary aggregation point and Customer assumes responsibility for scaling the Internet capacity as needed to meet that demand. Head End Internet connection, colocation space and power will be completely managed by Customer and any associated outages of will be excluded from ISS Availability calculations for SLA purposes.

3.3.2. At Customer's Option, ISS will provide and manage head-end VPN concentrators at a Disaster Recovery site.

- Onetime setup fee $10,000.
- Onetime Engineering design fee $5,000
- Colocation and circuit cost will be covered by Customer.
- Billing for DR site will begin upon installation of equipment and circuits in that location, if Customer selects that option.

Additional charges may apply for any optional or non-included items as shown in Table 2 of this Schedule F, subject to Customer electing the optional services.

TABLE 2. Additional Services Description and Pricing.

Item	Description	One-time Fee	Monthly Recurring Fee
Special Circuit Pricing	When Preferred circuit type/speed is not available and 4G is not acceptable.	Individual Case Basis Quote	Individual Case Basis Quote
Special Construction	When network facilities do not exist at specific Customer location and construction is required to bring services into location, net of provider contribution.	Individual Case Basis Quote	$0
Exterior Antennas	If sites require exterior antenna, additional one-time fee applies. Note that extended interior antenna will be installed at no charge	$300 exterior	$0
Network & VoIP Service Pricing			
Temporary 4G service (upon demand)	Temporary 4G service. Includes Ethernet handoff. Up to 10GB data transfer per month	$225 without antenna; $350 with interior antenna $650 with exterior antenna	$95 month; 1 month minimum
Primary 4G usage	Sites installed with primary 4G service include a 10GB data plan pooled across all sites. Usage beyond a 10GB average across all Customer 4G primary sites will be billed at these rates. Note that 4G backup is a separate pool and overage in that pool is covered by ISS	$15 per Gigabyte of data transferred	
Additional VoIP lines	Each additional line of VoIP, includes installation	$49.95	$29.95
Additional Cordless Handset	Each additional Yealink W52P Handset	$99.95	$0.00
Additional Wireless Access Point	FortiAP 221E or equivalent, installed	$350	$5.00
WebFax	Fax delivered to email and web portal	$29.95	$3.95
Auto Attendant Service	Cloud Auto Attendant answers calls to a location with several press-off options (e.g. location hours, location directions, and speak to associate). Calls are handled in cloud if possible by playing recordings. Call is transferred to location if specific press-off is selected. Customer will either provide recordings in appropriate format or ISS can coordinate production of recordings at pricing shown below	$49.95 per location for initial setup $25.00 per location for each change.	$5.00 per location
Auto Attendant Recordings	ISS will coordinate professional production of recordings based on Customer scripts	$9.95 per recording	
Location surveys	Location Wireless surveys for Wi-Fi coverage mapping or other needs outside SOW	$300 for each store survey	$0

Item	Description	One-time Fee	Monthly Recurring Fee
Labor and Miscellaneous Pricing			
Inside Wiring	If existing LAN wiring does not meet the requirements for adequate network services, or if any additional wiring is needed. Includes Cat5 wiring and jacks only. Conduit and other materials will be quoted as needed.	$150 first hour $110 thereafter unless part of initial rollout, then $95.00 for each extra hour 2- hour minimum	$0
Lift Rental	When required to complete inside wiring	$595 per rental day	$0
False Call out or False Dispatch – Non-Holidays *normal* business day hours of Monday through Friday from 9:00 AM to 6:00 PM; Sat – Sun 9:00AM – 6:00 PM local Site time	Customer shall pay the following rates for any "false call out," "false dispatch," out of scope maintenance services (e.g., service for physically damaged items, disconnected cables or diagnosis and repair of a fault not on ISS provided equipment),	$150 first hour $110 thereafter 2- hour minimum	$0
False Call out or False Dispatch – Holidays and *outside* of normal business day hours of Monday through Friday from 9:00 AM to 6:00 PM; Sat – Sun 9:00AM – 6:00 PM local Site time	Customer shall pay the following rates for any "false call out," "false dispatch," out of scope maintenance services (e.g., service for physically damaged items, disconnected cables or diagnosis and repair of a fault not on ISS provided equipment),	$225 first hour $165 thereafter 2- hour minimum	$0
Demand Services on Holidays and *outside* of normal business day hours of Monday through Friday from 9:00 AM to 6:00 PM; Sat – Sun 9:00AM – 6:00 PM local Site time	"Demand Services" are services covered under the warranty or maintenance plan that are requested and delivered onsite outside normal coverage hours for a particular site. This is a premium fee over maintenance plan	$225 first hour $165 thereafter 2- hour minimum	$0
Missed Appointment	In the event a Site dispatch is required and approved by Customer to install or restore service, ISS shall dispatch a technician. If the technician is turned away or delayed for more than 30 minutes, a Missed Appointment applies	$250	$0

Item	Description	One-time Fee	Monthly Recurring Fee
Labor and Miscellaneous Pricing			
Failed Dispatch due to Customer	If ISS dispatches a technician to a location and work cannot be completed due to incorrect information provided by Customer that prevents ISS from performing the work requested, this charge applies	$250	$0
Time and Material	Any service required that is out of scope. Such work will be approved via email from Customer with an estimate provided to Customer in advance of work.	$150 first hour $110 thereafter 2- hour minimum	$0
Move Add Change – Existing Location	Remote Sites that require physical moves, adds or changes (MAC) to equipment within same location	$150 first hour $110 thereafter 2- hour minimum	$0
Move Add Change – New Location	Locations that require physical moves, adds or changes (MAC) to move equipment to a new location, shipping, handling, recovery, new circuit orders, etc.	$150 first hour $110 thereafter 2- hour minimum	$0
Engineering Labor	Engineering labor required for Customer-requested projects. Estimates will be provided and approved via email prior to proceeding.	$150 per hour.	$0

Schedule G to Statement of Work

List of Sites

This Schedule G defines the list of sites that comprises the Initial Order for services to be provided by Interface Security Systems, LLC ("ISS") under the terms and conditions of the Master Services Agreement (MSA) between LJS, Inc. ("Customer" or "LJS") and ISS and is subject to and incorporates by reference the provisions of the Agreement and the Statement of Work (SOW). This Schedule G is made effective as of the Effective Date.

See Attached

StoreID	Address	City	State	ZipCode	Phone
70007	240 Emily Drive	Clarksburg	WV	26301	304-622-3028
70008	409 Route 40 W Main Street	Uniontown	PA	15401	724-439-3995
70010	750 Ohio River Blvd	East Rochester	PA	15074	724-728-1170
70011	100 Tarentum Bridge Rd	New Kensington	PA	15068	724-335-1500
70015	1005 Latrobe 30 Plaza	Latrobe	PA	15650	724-539-7875
70016	819 Crossroads Plaza	Mount Pleasant	PA	15666	724-547-3919
70018	2220 Lebanon Church Rd	West Mifflin	PA	15122	412-653-9993
70019	300 Rodi Rd	Penn Hills	PA	15235	412-731-5557
70020	106 Moraine Pointe Plaza	Butler	PA	16001	724-285-3825
70021	806 Rostraver Rd	Belle Vernon	PA	15012	724-929-2139
70022	1100 Fairmont Ave	Fairmont	WV	26554	304-366-5440
70023	Sabraton Shopping Ctr.	Morgantown	WV	26505	304-296-2142
70024	15891 State Rt 170	East Liverpool	OH	43920	330-385-8216
70025	1295 National Hwy	La Vale	MD	21502	301-729-3388
70027	32 Patrick Henry Pkwy	Charles Town	WV	25414	304-725-3069
70031	4301 Dale Blvd	Dale City	VA	22193	703-680-2738
70032	17301 Valley Mall Road	Hagerstown	MD	21740	301-582-3966
70034	1699 Carl D. Silver Pkwy	Fredericksburg	VA	22401	540-548-2508
70035	6602 Reisterstown Rd.	Baltimore	MD	21215	
70039	4670 W. Broad St.	Columbus	OH	43228	614-878-2880
70040	1077 N. Bridge St	Chillicothe	OH	45601	740-773-8989
70042	230 S Elm St	Washington Court House	OH	43160	740-335-7411
70043	4628 E. Main St	Whitehall	OH	43213	614-864-1609
70045	1560 Marion-Mt. Gilead Rd	Marion	OH	43302	740-389-2503
70055	10270 North Freeway	Houston	TX	77037	281-668-6015
70061	4100 Pasadena Blvd.	Pasadena	TX	77505	281-674-8014

70065	Hills Shopping Center/Rt 50	Santa Fe	NM	87507	
70066	1155 S. El Paseo Street	Las Cruces	NM	88001	
70067	3030 E Main Unit U	Farmington	NM	87401	
70069	1101 Mabry Dr.	Clovis	NM	88101	
70070	624 W. Bender Blvd.	Hobbs	NM	88240	
70072	1802 Main	Roswell	NM	88203	
70073	1227 W Pierce	Carlsbad	NM	88220	
70074	19 S White Sands Blvd	Alamogordo	NM	88310	
70075	1514 E 66th Avenue	Gallup	NM	87301	
70076	3550 Isleta Blvd, a/k/a "South Valley"	Albuquerque	NM	87105	
70077	1011 Rio Rancho Blvd	Rio Rancho	NM	87124	
70078	717 East Dixie Ave	Elizabethtown	KY	42701	270-765-7485
70079	2965 N. National Road	Columbus	IN	47201	812-372-5493
70080	400 S. 1st Street	La Grange	KY	40031	502-222-7008
70081	1834 18th Street	Anderson	IN	46011	765-644-0451
70082	174 Stonebrook Place	Jackson	TN	38305	731-661-9388
70083	1617 S. Highland Avenue	Jackson	TN	38301	731-424-1555
70084	1919 N. Highland Avenue	Jackson	TN	38301	731-422-3210
70086	555 Loan Oak Road	Paducah	KY	42001	270-442-1071
70088	970 Pickwick Street	Savannah	TN		731-925-5560
70096	1104 Yarbrough Drive	El Paso	TX	79925	915-593-1327
70102	1404 Ft Hood Street	Killeen	TX	76542	254-526-6887
70117	201 S Main Street	Mauldin	SC	29662	864-288-1340
70118	2903 Bristol Highway	Johnson City	TN	37601	423-282-5431
70119	3946 Highway 66	Rogersville	TN	37857	423-272-6320
70123	1903 South Roan Street	Johnson City	TN	37601	423-929-2277
70125	2901 Goose Creek Road, Suite 100	Louisville	KY	40241	(502) 329-8274
70133	3400 16th Street	Bedford	IN	47421	812-279-4150
70196	3690 N. Newton Street	Jasper	IN	47546	812-482-2132

Schedule I to Statement of Work

Service Level Agreement Matrix Summary

This Schedule I defines the Service Level Agreement Matrix for the services to be provided by Interface Security Systems, LLC ("ISS") under the terms and conditions of the Master Services Agreement (MSA) between LJS, Inc. ("Customer" or "LJS") and ISS and is subject to and incorporates by reference the provisions of the Agreement and the Statement of Work (SOW). This Schedule I is made effective as of the Effective Date.

Project Management

Section	Criteria	SLA Owner	Objective	Measurement Formula	Key Performance Indicator	Reporting Period	Penalty basis
A.1	Completion of Installations for Project Conversions	Project Manager	Project Conversion Schedule is tracked, locations appropriately notified of visits, and adjustments to schedules communicated to PMO: * Documented delays to the schedule based on notification by Customer Operations. * Delays due to incomplete telecommunications surveys. * Delays due to construction. * Track all other reasons to identify other significant issues that arise.	Adherence to project conversion schedule	Trend on weekly basis for the last rolling 12 months	Weekly reporting on a Month-to-Date basis, measured on a monthly basis	Escalate to PMO schedule adherence issues.
A.2	New Location Opening Project Coordination	Project Manager	ISS works directly with General Contractors on Network and Loss Prevention installation for all new location opening, relocations or renovations	General Contractor Timeline of events for phone, network, loss prevention and testing tasks.	Coordination directly with General Contractors to meet requested installation timelines resulting in no delay in overall process	New Location project timeline report	Escalate to PMO, VP-LP and/or VP-IT if coordination is not met
A.3	Hard Due Date	Project Manager	Circuit or 4G service will be installed by hard due date	Adherence to Customer schedule with notification to ISS per guidelines in Section 8.1	100% of locations meet hard due date	Weekly reporting on a Month-to-Date basis, measured on a monthly basis	50% of one month recurring charge for secure managed broadband.
A.4	Location Outage During Conversion	Project Manager	15 minutes or less	Time legacy network brought offline - time new network brought online	Trend using installation checklist	Reported weekly, measured monthly	Report to PMO and Customer Operations when time exceeds downtime SLA

Operations

Section	Criteria	SLA Owner	Objective	Measurement Formula	Key Performance Indicator	Reporting Period	Penalty basis
A.5	OVERALL MTTR for VoIP and Network (monthly)	VP ISS HD	85% of reported instances on time. Contractual Exception: Incidents transferred to the vendors that were determined to be issues not related to their scope of work.	# of closed tickets within Restore Time SLO / Number of closed tickets in a month Measured separately for Network and VoIP	* Trend on a monthly basis for the last rolling 12 months for all incidents * Trend on a monthly basis for the last rolling 12 months by priority tier	Weekly reporting on a Month-to-Date basis, measured on a monthly basis	Following % of the "Network Services Fees" to apply to <u>each site that exceeded the MTTR</u> 20% for P1 of the impacted service 10% for P2 of the impacted service
A.6	P1	VP ISS HD	Next Day Response/Restore - 90% of time	Restore Time = Logged Restore Time - Incident Logging Time	Next Day average restore 100% of events	Incident ticket reporting in vendor and/or the Help Desk ticketing system	When restore time falls below 90%, THEN 20% of MRC of the impacted service that failed to meet SLA, only if the OVERALL MTTR is not met
A.7	P2	VP ISS HD	Second Business Day Response/Restore - 80% of time	Restore Time = Logged Restore Time - Incident Logging Time	Next Day restore average 100% of events	Incident ticket reporting in vendor and/or the CCTS ticketing system	When restore time falls below 80%, THEN 10% of MRC of the impacted service that failed to meet SLA, only if the OVERALL MTTR is not met

Network & VoIP Performance

Section	Criteria	SLA Owner	Objective	Measurement Formula	Key Performance Indicator	Reporting Period	Penalty basis
A.8	Location Network & VoIP Availability (0verall)	VP ISS HD,	99.9%	Total minutes in a month (-) Total of Unavailable minutes in month / Total minutes in month * time on backup is not included in Unavailable minutes in month	Trend on a monthly basis for the last rolling 12 months	Reported weekly on a Month-to Date basis, measured monthly	* 99.0-99.9% THEN 5% of total MRC for affected sites. * 95.0-98.99% THEN 10% of total MRC for affected sites.. * Below 95% THEN 25% of total MRC for affected site.
A.9	Chronic Location	VP ISS HD,	*5 instances of "network bouncing" in a 30 day rolling period OR *2 instances of "customer line down" within a 30 day rolling period	# of instances within trended rolling period	measured on a site-by-site basis, within each separate instance defined	Reported weekly on a Month-to Date basis, measured monthly	Vendor will have 30 days from the date that the chronic outage issue is reported in the associated trouble ticket to remedy the problem OR *25% of circuit MRC until resolved
A.10	Circuit Speeds	VP ISS HD	Meet no less than 75% of ordered circuit speed	Determined by vendor checking the synchronization speed of the access CPE quarterly.	No Less than 75% ordered circuit speed	Circuits will be tested during Test/Turn-Up to ensure they meet 75% of minimum speeds, then quarterly through contract term	If vendor cannot remedy the problem within 30 days from the date that the Circuit Speed issue is reported, Customer may switch the circuit to another vendor access service with no Termination or installation fees.
A.11	Call Center QCS KPIs	VP ISS HD	Avg Speed of Answer - 75% of all calls handled in </= 90 sec.	Vendor Call Center statistic report Customer Help Desk and/or Location Employee Survey	ASA - 75% of all calls handled in </= 90 sec. TBD	Monthly	Escalate to PMO if responsiveness falls below SLA.

Account Management

Section	Criteria	SLA Owner	Objective	Measurement Formula	Key Performance Indicator	Reporting Period	Penalty basis
A.12	Responsiveness		All requests by Customer to the vendor will be responded to via email by the vendor within the 2nd Business Day of the date posted through the Customer email system. (auto-response that simply acknowledge response is excluded) Ensure methodology is in place for communications and appropriate point of contact and distribution lists are kept current.	Number of Responses received within the SLO timeframe / Number of requests emailed in a month * Responses = Date of Response - Date of Request - Weekends – Holidays	99% within Second Business Day	Monthly	Escalate to PMO if responsiveness falls below SLA.
A.13	Meeting Participation	Vendor Management Office	Participation of decision makers from both Customer and the vendor at each required meeting 100% of the time. *Manager Meetings *Executive Meetings *Onsite Vendor PM Vendor will adhere to Customer Vendor Governance model	* Agenda-Every meeting is guided by an agenda planned for the specific meeting * Meeting Notes - Notes from each meeting, including a list of attendees, are logged with the Vendor Governance group. * Dynamic list of new, open and resolved Problems with potential issue resolution discussed. * All documentation is provided to the PMO with 2 business days of the scheduled meeting. *Weekly meetings with Vendor PM for each business unit/functional tea	Trend on a monthly basis for the last rolling 12 months for all meetings Onsite Vendor PM will coordinate IT and LP related activities, training needs, reporting, and process development. And weekly meetings.	Quarterly	Escalate to PMO if Manager meetings are not held. Escalate to CIO by PMO if Executive meetings are not held Ensure Onsite Vendor PM is fully engaged in Customer required initiatives or provide appropriate personnel/resource as needed.

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	**Effective Date**
California	
Hawaii	Not Effective
Illinois	
Indiana	
Maryland	
Michigan	
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

RECEIPT

This Disclosure Document summarizes provisions of the LJS Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Long John Silver's, LLC offers you a franchise, it must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Long John Silver's, LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency as referenced in Exhibit A.

The franchisor is Long John Silver's, LLC located at 10350 Ormsby Park Place, Suite 300, Louisville, KY 40223-6177. Its telephone number is (502) 815-6100.

Issuance Date: June 24, 2026

The franchise seller for this offering is ____ Nate Fowler; ____ Anthony Ellis; ____ Craig Daniel; located at 10350 Ormsby Park Place, Suite 300, Louisville, KY 40223-6177.

Long John Silver's, LLC authorizes the state agencies identified on Exhibit A to receive service of process for it in the particular state.

I have received a Franchise Disclosure Document dated June 24, 2026 that included the following exhibits:

A. State Administrator List
B. Agents for Service of Process
C. Franchise Agreement with Exhibits and State-Required Addenda
C-1 Site Agreement Form
C-2 Form Lease Addendum
C-3 Non-Traditional Restaurant Addendum
C-4 LJS Technology and Support Services Agreement with State-Required Addenda
C-5 Access and Polling Agreement
C-6 Renewal Release Agreement
C-7 Form of Assignment and Transfer Agreement
C-8 Request for Consideration Form
D. Development Agreement
E. Table of Contents of Operations Manual
F. Financial Statements
G. State-Required Addenda to Disclosure Document
H. LJS Co-op Membership Information Packet and Membership Agreement
I-1 Gift Card Participation Agreement (For Members of the LJS Co-op)
I-2 Gift Card Participation Agreement (For Non-Members of the LJS Co-op)
J Long John Silver's Franchisee Adoption Agreement

FRANCHISEE:

_____
Date

_____
(Signature)

_____
(Print Name)

RECEIPT

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J Long John Silver's Franchisee Adoption Agreement

FRANCHISEE:

_____
Date

_____
(Signature)_____
(Print Name)