MEMORANDUM

TO: Christine Boling
FROM: Trisha Wilson
SUBJECT: Virginia Tech Contract #TL-002-97
Option for Renewal Number 16 through May 15, 2018

January 12, 2017

The contract with Chick-Fil-A, Inc. for Quick Service Type Restaurant for Owens Hall expires May 15, 2017. Since the contract contains a provision for renewal, please complete the following and return it to me (mail code 0333) by February 12, 2017.

1. Do you recommend renewal of this contract? Yes ☑ No ☐

2. Has the quality of the merchandise or service been satisfactory? Yes ☑ No ☐

3. Have deliveries been made on time? Yes ☑ No ☐

4. If the contract requires service by the vendor, has the service been satisfactory? Yes ☑ No ☐

If the answer to any of the above is "NO", please explain.

5. Estimated annual Expenditure/Revenue against this contract for if known:
   b. Renewal Period May 16, 2017 – May 15, 2018 $270,000

6. List below any items or services currently being purchased, in this general category, which you feel should be added to or deleted from the referenced contract. Include a description and an estimated annual purchase quantity for each item or service:

   __________________________________________________________________________

   Contract Administrator Name: ________________________________
   Submitted by: ________________________________
   TW/tdj: ________________________________

   __________________________________________________________________________

   __________________________________________________________________________

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VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY
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MEMORANDUM

TO: Christine Boling

FROM: Trisha Wilson

SUBJECT: Virginia Tech Contract #TL-002-97 Option for Renewal Number 15 through May 15, 2017

January 13, 2016

The contract with Chick-Fil-A, Inc. for Quick Service Type Restaurant for Owens Hall expires May 15, 2016. Since the contract contains a provision for renewal, please complete the following and return it to me (mail code 0333) by February 8, 2016.

1. Do you recommend renewal of this contract? Yes No

2. Has the quality of the merchandise or service been satisfactory? Yes

3. Have deliveries been made on time? Yes

4. If the contract requires service by the vendor, has the service been satisfactory? Yes

If the answer to any of the above is "NO", please explain.

5. Estimated annual Expenditure/Revenue against this contract for if known:
   b. Renewal Period May 16, 2016 – May 15, 2017 $230,000.00

6. List below any items or services currently being purchased, in this general category, which you feel should be added to or deleted from the referenced contract. Include a description and an estimated annual purchase quantity for each item or service:

Contract Administrator Name: Christine Boling
Submitted by: Christine Boling Dining Services
Name Department
Contract Admin 2-8-16
Title Date

TW/tdj

c: F.M. Pro

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MEMORANDUM

TO: Christine Boling
FROM: Trisha Wilson TW

The contract with Chick-Fil-A, Inc. for Quick Service Type Restaurant for Owens Hall expires May 15, 2015. Since the contract contains a provision for renewal, please complete the following and return it to me (mail code 0333) by January 9, 2015.

1. Do you recommend renewal of this contract? Yes \[\checkmark\] No

2. Has the quality of the merchandise or service been satisfactory? Yes \[\checkmark\] No

3. Have deliveries been made on time? Yes \[\checkmark\] No

4. If the contract requires service by the vendor, has the service been satisfactory? Yes \[\checkmark\] No

If the answer to any of the above is "NO", please explain.

5. Estimated annual expenditure against this contract for:
   b. Renewal Period May 16, 2015 – May 15, 2016 $215,000.00

6. List below any items or services currently being purchased, in this general category, which you feel should be added to or deleted from the referenced contract. Include a description and an estimated annual purchase quantity for each item or service:

Contract Administrator Name: Christine Boling
Submitted by: Christine Boling Dining Services

TW/tdj
C: F.M. Pro
MEMORANDUM

TO: Christine Boling
FROM: Trisha Wilson TW
SUBJECT: Virginia Tech Contract #TL-002-97
Option for Renewal Number 13 through May 15, 2015

The contract with Chick-Fil-A, Inc. for Quick Service Type Restaurant for Owens Hall expires May 15, 2014. Since the contract contains a provision for renewal, please complete the following and return it to me (mail code 0333) by February 10, 2014.

1. Do you recommend renewal of this contract? Yes _ _ No _ _
2. Has the quality of the merchandise or service been satisfactory? _ _
3. Have deliveries been made on time? _ _
4. If the contract requires service by the vendor, has the service been satisfactory? _ _
   If the answer to any of the above is "NO", please explain.

5. Estimated annual expenditure against this contract for:
   b. Renewal Period May 16, 2014 – May 15, 2015 $210,000.00

6. List below any items or services currently being purchased, in this general category, which you feel should be added to or deleted from the referenced contract. Include a description and an estimated annual purchase quantity for each item or service:

Contract Administrator Name: ____________________________
Submitted by: Christine Boling Dining Services
Name ____________________________
Department ____________________________
Contract Admin ____________________________
Title ____________________________
Date 1-29-14

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Jackson, Lek

From: Wilson, Trisha
Sent: Thursday, January 30, 2014 10:43 AM
To: Jackson, Lek
Subject: FW: Sysco and Chick-fil-A Renewals
Attachments: Message from copier2325; Message from copier2325

FW: Sysco and Chick-fil-A Renewals

For Chick-fil-A no further letter to vendor is needed.

Trisha Wilson
Virginia Tech
Senior Buyer
Procurement Department (4C 6532)
306 Turner Street NW
Suite 2100
Blacksburg, VA 24061
Phone: 540-231-7302
Fax: 540-231-9628
wilsont@vt.edu

From: Boling, Christine
Sent: Wednesday, January 29, 2014 5:28 PM
To: Wilson, Trisha
Subject: Sysco and Chick-fil-A Renewals

Trisha,

Attached are the renewals for Sysco and Chick-fil-A. The hard copies have been sent to Procurement.

Thanks,

Christine
MEMORANDUM

TO: Christine Boling
FROM: Trisha Wilson
SUBJECT: Virginia Tech Contract #TL-002-97

The contract with Chick-Fil-A, Inc. for Quick Service Type Restaurant for Owens Hall expires May 15, 2013. Since the contract contains a provision for renewal, please complete the following and return it to me (mail code 0333) by February 15, 2013.

1. Do you recommend renewal of this contract? __Yes___ ___No___

2. Has the quality of the merchandise or service been satisfactory? ___Yes___ ___No___

3. Have deliveries been made on time? ___Yes___ ___No___

4. If the contract requires service by the vendor, has the service been satisfactory? ___Yes___ ___No___

If the answer to any of the above is "NO", please explain.

5. Estimated annual expenditure against this contract for:
   b. Renewal Period May 16, 2013 - May 15, 2014 $220,000.00

6. List below any items or services currently being purchased, in this general category, which you feel should be added to or deleted from the referenced contract. Include a description and an estimated annual purchase quantity for each item or service:

Contract Administrator Name: Christine Boling  
Submitted by: Christine Boling, Dining Services

TW/tdj c: F.M. Pro

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MEMORANDUM

TO: Christine Boling
FROM: Trisha Wilson

January 20, 2012

The contract with Chick-Fil-A, Inc. for Quick Service Type Restaurant for Owens Hall expires May 15, 2012. Since the contract contains a provision for renewal, please complete the following and return it to me (mail code 0333) by February 9, 2012.

1. Do you recommend renewal of this contract? Yes ☑ No

2. Has the quality of the merchandise or service been satisfactory? Yes ☑ No

3. Have deliveries been made on time? Yes ☑ No

4. If the contract requires service by the vendor, has the service been satisfactory? Yes ☑ No

If the answer to any of the above is "NO", please explain.

5. Estimated annual expenditure against this contract for:
   b. Renewal Period May 16, 2012 – May 15, 2013 $197,500.00

6. List below any items or services currently being purchased, in this general category, which you feel should be added to or deleted from the referenced contract. Include a description and an estimated annual purchase quantity for each item or service:

   ________________________________________________________________

Submitted by: Christine Boling
Name

Dining Services
Department

Contract Admin.
Title

2-2-12
Date
MEMORANDUM

TO: Christine Boling
FROM: Trisha Wilson TW

February 1, 2011

The contract with Chick-Fil-A, Inc. for Quick Service Type Restaurant for Owens Hall expires May 15, 2011. Since the contract contains a provision for renewal, please complete the following and return it to me (mail code 0333) by February 21, 2011.

1. Do you recommend renewal of this contract? Yes No

2. Has the quality of the merchandise or service been satisfactory? 

3. Have deliveries been made on time? 

4. If the contract requires service by the vendor, has the service been satisfactory? 

If the answer to any of the above is "NO", please explain. 

5. Estimated annual expenditure against this contract for:
   b. Renewal Period May 16, 2011 - May 15, 2012 $200,000.00

6. List below any items or services currently being purchased, in this general category, which you feel should be added to or deleted from the referenced contract. Include a description and an estimated annual purchase quantity for each item or service:

  Submitted by: Christine Boling Dining Services
  Name
  Contract Administrator 2-22-11
  Title Date
  c: F.M. Pro

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MEMORANDUM

TO: Christine Boling  
FROM: Trisha Wilson TW  
SUBJECT: Virginia Tech Contract #TL-002-97  
Option for Renewal Number 9 through May 15, 2011

January 13, 2010

Purchasing Department  
270 Southgate Center (0333)  
Blacksburg, Virginia 24061  
540/231-6221 Fax: 540/231-9628  
www.purch.vt.edu

The contract with Chick-Fil-A, Inc. for Quick Service Type Restaurant for Owens Hall expires May 15, 2010. Since the contract contains a provision for renewal, please complete the following and return it to me (mail code 0333) by January 27, 2010.

1. Do you recommend renewal of this contract? Yes No [✓] 
2. Has the quality of the merchandise or service been satisfactory? Yes No [✓] 
3. Have deliveries been made on time? Yes No [✓] 
4. If the contract requires service by the vendor, has the service been satisfactory? Yes No [✓] 

If the answer to any of the above is "NO", please explain.

5. Estimated annual revenue against this contract for:
   b. Renewal Period  May 16, 2010 - May 15, 2011  $165,000.00  

Submitted by: Christine Boling  Dining Services  
Name  Department  
Contract Administrator  2-9-10  
Title  Date  

TW/dj  
c: F.M. Pro

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MEMORANDUM

TO: Christine Boling

FROM: Trisha Wilson TW

SUBJECT: Virginia Tech Contract #TL-002-97 Option for Renewal Number 8 through May 15, 2010

March 11, 2009

The contract with Chick-Fil-A, Inc. for quick service type restaurant for Owens Hall expires May 15, 2009. Since the contract contains a provision for renewal, please complete the following and return it to me (mail code 0333) by March 25, 2009.

1. Do you recommend renewal of this contract?   Yes    No

2. Has the quality of the merchandise or service been satisfactory?   Yes

3. Have deliveries been made on time?   Yes

4. If the contract requires service by the vendor, has the service been satisfactory?   Yes

If the answer to any of the above is "NO", please explain.

5. Estimated annual expenditure against this contract for:
   b. Renewal Period May 16, 2009 – May 15, 2010  $155,000.00

6. List below any items or services currently being purchased, in this general category, which you feel should be added to or deleted from the referenced contract. Include a description and an estimated annual purchase quantity for each item or service:

Submitted by: Christine Boling Dining Services
Name Department
Contract Administrator 3-25-09
Title Date

TW/kdj
C: F.M. Pro

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MEMORANDUM

TO: Christine Boling
FROM: Jim Dunlap

SUBJECT: Virginia Tech Contract #TL-002-97
Option for Renewal Number 7 through May 15, 2009

The contract with Chick-Fil-A, Inc. for quick service type restaurant for Owens Hall expires May 15, 2008. Since the contract contains a provision for renewal, please complete the following and return it to me (mail code 0333) by December 17, 2007.

1. Do you recommend renewal of this contract? Yes

2. Has the quality of the merchandise or service been satisfactory? Yes

3. Have deliveries been made on time? Yes

4. If the contract requires service by the vendor, has the service been satisfactory? Yes

If the answer to any of the above is "NO", please explain.

5. Estimated annual expenditure against this contract for:
   a. Current Period May 16, 2007 – May 15, 2008 $150,000.00
   b. Renewal Period May 16, 2008 – May 15, 2009 $160,000.00

6. List below any items or services currently being purchased, in this general category, which you feel should be added to or deleted from the referenced contract. Include a description and an estimated annual purchase quantity for each item or service:

Submitted by:

Christine Boling
Dining Services
Contract Admin.

JED/kbl
F.M. Pro

December 4, 2007
MEMORANDUM

TO: Christine Beling

FROM: Jim Dunlap


The contract with Chick-fil-A, Inc. for quick service type restaurant for Owens Hall expires May 15, 2007. Since the contract contains a provision for renewal, please complete the following and return it to me (mail code 0333) by December 30, 2006.

1. Do you recommend renewal of this contract? Yes ☑ No

2. Has the quality of the merchandise or service been satisfactory? Yes ☑ No

3. Have deliveries been made on time? Yes ☑ No

4. If the contract requires service by the vendor, has the service been satisfactory? Yes ☑ No

   If the answer to any of the above is "NO", please explain.

5. Estimated annual expenditure against this contract for:
   b. Renewal Period May 16, 2007 - May 15, 2008 $150,000

6. List below any items or services currently being purchased, in this general category, which you feel should be added to or deleted from the referenced contract. Include a description and an estimated annual purchase quantity for each item or service:

Submitted by: Christine Beling Dining Services

Name Title Date

Contract Admin 12/18/06

JED/kbl

c: F.M. Pro

A Land Grant University – Putting Knowledge to Work
An Equal Opportunity/Affirmative Action Institution
MEMORANDUM

TO: Christine Boling
FROM: Jim Dunlap
SUBJECT: Virginia Tech Contract # TL-002-97
        Option for Renewal Number 5 through May 15, 2007

The contract with Chick-fil-A, Inc. for quick service type restaurant for Owens Hall expires May 15, 2006. Since the contract contains a provision for renewal, please complete the following and return it to me (mail code 0333) by February 21, 2006.

1. Do you recommend renewal of this contract? [Yes] [No]  

2. Has the quality of the merchandise or service been satisfactory?  

3. Have deliveries been made on time? [Yes] [No]  

4. If the contract requires service by the vendor, has the service been satisfactory?  

   If the answer to any of the above is "NO", please explain.

5. Estimated annual expenditure against this contract for:
   b. Renewal Period May 16, 2006 – May 15, 2007 $155,000

6. List below any items or services currently being purchased, in this general category, which you feel should be added to or deleted from the referenced contract. Include a description and an estimated annual purchase quantity for each item or service:

   ____________________________

Submitted by: Christine Boling  Dining Service
Name Department
Contract Administrator Date 2/26/06
Title
JED/kbl
c: F.M. Pro

A Land-Grant University – Putting Knowledge to Work
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MEMORANDUM

TO: Christine Boling
FROM: Jim Dunlap
SUBJECT: Virginia Tech Contract # TL-002-97
         Option for Renewal Number 4 through May 15, 2006

February 15, 2005

The contract with Chick-fil-A, Inc. for quick service type restaurant for Owens Hall expires May 15, 2005. Since the contract contains a provision for renewal, please complete the following and return it to me (mail code 0333) by February 25, 2005.

1. Do you recommend renewal of this contract?  Yes  No

2. Has the quality of the merchandise or service been satisfactory?  Yes  No

3. Have deliveries been made on time?  Yes  No

4. If the contract requires service by the vendor, has the service been satisfactory?  Yes  No

If the answer to any of the above is "NO", please explain.

5. Estimated annual expenditure against this contract for:
   b. Renewal Period  May 15, 2005 - May 14, 2006  $75,000.00

6. List below any items or services currently being purchased, in this general category, which you feel should be added to or deleted from the referenced contract. Include a description and an estimated annual purchase quantity for each item or service:

________________________________________________________________________
________________________________________________________________________

Submitted by: Christine Boling                     Dining Services
Name                                      Department

Contract Admin.  2/28/05
Title                        Date

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MEMORANDUM

TO: Christine Boling
FROM: Jim Dunlap
SUBJECT: Virginia Tech Contract # TL-002-97 Option for Renewal Number 3 through May 15, 2005

The contract with Chick-fil-A, Inc. for quick service type restaurant for Owens Hall expires May 15, 2004. Since the contract contains a provision for renewal, please complete the following and return it to me (mail code 0333) by February 26, 2004.

1. Do you recommend renewal of this contract? [Yes/No]

2. Has the quality of the merchandise or service been satisfactory? [Yes/No]

3. Have deliveries been made on time? [Yes/No]

4. If the contract requires service by the vendor, has the service been satisfactory? [Yes/No]

If the answer to any of the above is "NO", please explain.

5. Estimated annual expenditure against this contract for:
   a. Current Period May 15, 2003 - May 14, 2004 $120,000.00
   b. Renewal Period May 15, 2004 - May 14, 2005 $130,000.00

6. List below any items or services currently being purchased, in this general category, which you feel should be added to or deleted from the referenced contract. Include a description and an estimated annual purchase quantity for each item or service:

Submitted by: Christine Boling, Dining Services
Name
Department
Contract Administrator 3/5/04
Title
Date

JED/kbl

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MEMORANDUM

TO: Christine Boling

FROM: Jim Dunlap

SUBJECT: Virginia Tech Contract #TL-002-97 Option for Renewal Number 2 through March 31, 2004

The contract with Chick-fil-A, Inc. for quick service type restaurant for Owens Hall expires March 31, 2003. Since the contract contains a provision for renewal, please complete the following and return it to me (mail code 0333) by December 16, 2002.

1. Do you recommend renewal of this contract? Yes  No

2. Has the quality of the merchandise or service been satisfactory? Yes

3. Have deliveries been made on time? Yes

4. If the contract requires service by the vendor, has the service been satisfactory? Yes

If the answer to any of the above is "NO", please explain:

They have been very inflexible this past year and did not meet our needs on location (stadium) of where we wanted to offer some of their products and pricing on products.

5. Estimated annual expenditure against this contract for:
   a. Current Period  April 1, 2002 – March 31, 2003  $140,000
   b. Renewal Period April 1, 2003 – March 31, 2004  $145,020

6. List below any items or services currently being purchased, in this general category, which you feel should be added to or deleted from the referenced contract. Include a description and an estimated annual purchase quantity for each item or service:

______________________________

Submitted by: Christine Boling Culinary Services
Name Department
Contract Administrator 1/28/03
Title Date

c: F.M. Pro

A Land-Grant University — Putting Knowledge to Work
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MEMORANDUM

TO: Christine Boling

FROM: Jim Dunlap

SUBJECT: Virginia Tech Contract # TL-002-97
Option for Renewal Number 1 through March 31, 2003

The contract with Chick-fil-A, Inc. for quick service type restaurant for Owens Hall expires March 31, 2002. Since the contract contains a provision for renewal, please complete the following and return it to me (mail code 0333) by December 21, 2001.

1. Do you recommend renewal of this contract? Yes ☑ No ☐

2. Has the quality of the merchandise or service been satisfactory? ☑

3. Have deliveries been made on time? ☑

4. If the contract requires service by the vendor, has the service been satisfactory? ☑

If the answer to any of the above is "NO", please explain.

5. Estimated annual expenditure against this contract for:
   a. Current Period March 1, 1997 – March 31, 2002 $118,000.00
   b. Renewal Period April 1, 2002 – March 31, 2003 $120,000.00

6. List below any items or services currently being purchased, in this general category, which you feel should be added to or deleted from the referenced contract. Include a description and an estimated annual purchase quantity for each item or service:

Submitted by: Christine Boling
Culinary Services
Name

Contract Administrator 1/31/02
Title Date

A Land-Grant University – Putting Knowledge to Work
An Equal Opportunity/Affirmative Action Institution
January 22, 2002

To: File

From: James E. Dunlap

Subject: Contract # TL-002-97, Chick-fil-A

The initial term (5 years) of the subject contract ends March 31, 2002. As provided for in Section 2.5 of the contract, the term of the contract will automatically renew for successive one-year terms unless terminated by either party. Therefore, since Culinary Services wishes to renew the contract, no additional action is required, at this time, on the part of the Purchasing Department.
June 3, 2003

Sean Warren  
Business Development Consultant  
Chick-Fil-A, Inc.  
5200 Buffington Road  
Atlanta, GA 30349

Dear Mr. Warren:

This letter amends the license agreement, which became effective on March 1, 1997, by and between Chick-fil-A, Inc. and Virginia Polytechnic Institute and State University.

1. The date license term ends shall be changed from March 31, 2002 to May 15 annually.

2. Section 8.1(d) of the license agreement is amended and restated to read, in its entirety, as follows:

   a. Either Party may terminate the License Term for any reason by providing the other Party at least one hundred fifty (150) days prior written notice.

3. Section 8.3(b) of the license agreement is amended and restated to read, in its entirety, as follows:

   b. Subject to the laws of the Commonwealth of Virginia governing surplus materials, CFA shall purchase from Licensee or allow Licensee to transfer at Licensee’s expense to another of Licensee’s Units or such other parties as may be allowed by CFA, any equipment, inventory, signage or other items constituting trade dress, Trade Secrets or Confidential Information of CFA or which display one or more of the Proprietary Marks (the “Equipment”). If CFA purchases the Equipment, Licensee shall deliver such purchased Equipment to CFA promptly upon purchase by CFA and the purchase price for such Equipment shall be the unamortized cost to Licensee and all applicable shipping costs. If CFA allows Licensee to transfer the Equipment to another non-CFA Unit or another non-CFA party, Licensee shall bear all costs and expenses of transporting such Equipment and shall
conclude such transfer within thirty (30) days of its receipt of consent to such transfer from CFA.

4. Except as specifically amended by this letter agreement, the parties reaffirm all provisions of the license agreement.

To indicate your agreement to the modifications of the license agreement set forth in this letter agreement, please sign below. When signed by both parties, this document will constitute an amendment to the license agreement as contemplated by Section 11.9 of the license agreement.

Sincerely,

James E. Dunlap
Associate Director & Contracts Manager

Understood and Agreed:
Chick-fil-A, Inc.

By: [Signature]
Title: Sr. VP, Chief Marketing Officer

JED/kbl

Cc: Christine Boling
    Rick Johnson
THIS LICENSE AGREEMENT (the "Agreement") is entered into by CHICK-FIL-A, INC., a Georgia corporation ("CFA" or "Chick-fil-A"), and Virginia Polytechnic Institute and State University, a Virginia institution of higher learning ("Licensee"). The effective date of this Agreement (the "Effective Date") is the date set forth below. In consideration of their respective rights and obligations under this Agreement and other valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, and intending to be legally bound by this Agreement, CFA and Licensee (collectively, the "Parties, individually a "Party") have fully reviewed and agree to all of the terms and conditions of this Agreement.

CHICK-FIL-A, INC.

Authorized Signature

Printed Name: BUREON LEDGETTE, JR.

Position: SR. VICE PRESIDENT

(CORPORATE SEAL)

Address: Chick-fil-A, Inc.
5200 Buffington Road
Atlanta, GA 30349-2998
Attention: General Counsel
Telephone No.: (404) 765-8000
Fax No.: (404) 765-8140

VIRGINIA POLYTECHNIC INSTITUTE
AND STATE UNIVERSITY

Authorized Signature

Printed Name: MIMOS E. RIDENOUR

Position: Executive Vice President

Address: Virginia Polytechnic Institute
and State University
144 Southgate Center
Blacksburg, VA 24061-0333
Attention: James E. Dunlap
Telephone No.: (540) 231-6221
Fax No.: (540) 231-9628

EFFECTIVE DATE: March 1, 1997

DATE LICENSE TERM ENDS: March 31, 2002

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

BACKGROUND

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

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

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

SECTION 1 -- DEFINITIONS

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

(a) "Additional Sites" means the additional locations where CFA and Licensee agree, after the Effective Date, to establish Units.

(b) "Authorized Products" means those Products on a Core Menu (as defined in Section 2.2) that Licensee is licensed (or in the future may be licensed) by CFA to sell from a particular Unit.

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

(d) "CFA System" means CFA’s proprietary system for marketing, preparing and selling the Products, as CFA may further develop from time to time. The CFA System includes Chick-fil-A's food preparation recipes; food presentation methods; food service techniques, such as quick service operation; signs, menus and advertising materials; sales facility and equipment designs, specifications and layout; the Chick-fil-A Culture; and a variety of Intellectual Properties of CFA.

(e) "Confidential Information" means valuable and proprietary confidential business information or data other than "Trade Secrets" (as defined in Section 1.1(o) below). "Confidential Information" also includes any items specifically designated as a "Trade Secret" in Section 7.2 that are ultimately determined under applicable law not to constitute a "trade secret" but that otherwise meet the definition of Confidential Information. LICENSEE ACKNOWLEDGES THAT THE TERMS OF THIS AGREEMENT ARE CONFIDENTIAL INFORMATION.

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

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

(h) "Initial Sites" means the location(s) described on an attached Site Description Form (Addendum A) as of the Effective Date.

(i) "Intellectual Property" means collectively (i) copyrights, copyright registrations or applications, trademarks, trademark registrations or applications, moral rights, and any other rights to any form or medium of expression, (ii) Trade Secrets (as defined in Section 1.1(o)), privacy rights, and any other protection for confidential information or ideas, (iii) patents, patent registrations and patent applications, (iv) any items, information or theories which are protectable or registrable under any of the copyright, trademark, patent, Trade Secret, confidentiality or other similar laws, and (v) any other similar rights or interests, recognized by applicable law.

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

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

(l) "Proprietary Marks" means collectively CFA’s currently existing and future service marks, trademarks, trade names, trade dress (including product package designs), symbols, slogans, emblems, logos, insignias, external and internal building designs and architectural features, and combinations of the foregoing, including...
those service marks, trademarks and trade names listed on Addendum B.

(m) "Sites" means collectively, the Initial Sites and the Additional Sites.

(o) "Retail Areas" means the retail areas specifically identified in a Site Description Form.

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

(p) "Units" means the facilities, kiosks, mobile carts, custom facades, counter areas or other retail facilities associated with each Site from which Products will be sold.

SECTION 2 -- GRANT AND TERM OF LICENSE

2.1 License Grant. Subject to the terms and conditions of this Agreement, CFA grants to Licensee, and Licensee accepts, a non-transferable, non-exclusive license (the "License") during the License Term (as defined in Section 2.5) to: (a) establish and operate a Unit at each Site; (b) sell the Authorized Products from the Units; and (c) use the Proprietary Marks and the CFA System solely for the sale of the Authorized Products from the Units. Attached to Addendum A and in the form of Addendum A are Site Description Forms for all Sites.

2.2 Core Menus. Licensee shall have the option of choosing one of two "Core Menus" set forth in Addendum C for each Site. Site Description Forms attached to Addendum A set forth the menu selection made by Licensee for the Initial Sites.

2.3 License Not Exclusive. Licensee acknowledges that the rights licensed and granted to it in this Agreement are not exclusive. CFA reserves the right to operate or to license parties other than Licensee to operate Units or other Chick-fil-A restaurants at any location. CFA also reserves the right to use the Proprietary Marks in connection with, or to operate directly or to license the operation of, any business other than Units at any location. Notwithstanding the foregoing, CFA shall not operate or license other parties to operate Units or other Chick-fil-A restaurants within a Site.

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

2.5 License Term. The term of the license granted Licensee pursuant to this Section 2 (the "License Term") shall begin on the Effective Date and shall end on the date set forth on the signature page below the Effective Date, subject to its earlier termination pursuant to Section 8. The term of the license shall automatically renew at the end of this initial five-year term for successive one-year renewal terms, subject to termination by either Party in accordance with this Agreement.

SECTION 3 -- SITES

3.1 Additional Sites. If during the License Term Licensee determines that it would like to operate Units at Additional Sites, it shall notify CFA promptly of each such proposed Additional Site and shall convey to CFA information about the proposed Additional Site requested by CFA. At this point, CFA shall have the option to reject or tentatively accept the proposed Additional Site, pending CFA’s completion of a site visit and any further investigative activities it deems necessary or appropriate. Licensee shall arrange for CFA to have access to each proposed Additional Site so that CFA can conduct an assessment of the site. After CFA has completed the site visit, Licensee shall complete a Site Description Form (in the form of Addendum A) for the proposed Additional Site and submit it to CFA for final approval of the proposed Additional Site. CFA shall have ten (10) business days from the date it receives the completed Site Description Form to approve or reject the proposed Additional Site. CFA may reject Licensee’s proposal for Additional Sites if CFA reasonably determines that: (i) the proposed Additional Sites are unsuitable for operating Units; (ii) the proposed Additional Sites reflect inappropriately on CFA or the CFA System; or (iii) the lease or ownership arrangements with respect to the proposed Additional Sites do not comply with the requirements of Section 6.8. The Parties agree to attach to Addendum A Site Description Forms for any proposed Additional Sites (and any additional Retail Areas corresponding to such Additional Sites) that are approved by CFA.

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

SECTION 4 -- FEES

4.1 Royalties and Other Fees. Addendum D sets forth royalties and certain other fees that Licensee shall pay CFA in consideration of the various rights granted to Licensee under this Agreement and the timing and procedures for paying such royalties and fees.
SECTION 5 -- TRAINING AND ASSISTANCE

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

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

SECTION 6 -- OPERATION OF THE UNITS

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

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

6.3 Standards of Operation. Licensee shall:

(a) operate the Sites and the Units in a clean, safe and orderly manner, providing courteous, first-class service to the public;
(b) make every reasonable effort to increase the sales and business and maximize the Gross Receipts of the Units;
(c) advertise, market, promote and merchandise the business of the Units by the use of the Proprietary Marks in accordance with Sections 6.6 and 7;
(d) prevent the operation of the Sites or the Units, and refrain from using the Proprietary Marks in advertising or promotion, in such a way as to impair the value or reputation of the Proprietary Marks or the CFA System;
(e) prevent the use of the Sites or the Units for any immoral or illegal purpose or for any other purpose, business activity, use or function that is not expressly authorized by this Agreement;
(f) stay familiar with and comply with all requirements in the Manual;
(g) not operate the Units or otherwise sell the Products from any location on Sundays or on Christmas Day;
(h) hire, train, manage and timely pay a sufficient number of employees to properly operate the Units and to otherwise perform Licensee’s duties hereunder, all of which employees shall be employed by and be the sole and exclusive responsibility of Licensee;
(i) maintain at all times a sufficient inventory of products, ingredients and supplies to meet customers’ demand for the Products sold by the Units;
(j) pay on a timely basis for all products, ingredients, supplies and other goods and services purchased by Licensee for use in connection with the operation of the Sites or the Units, any national, federal, state and local government under any law, statute, ordinance or regulation, and any debt service on any debt incurred to finance the operation of the Sites or the Units;
(k) comply with all supra-national, national, federal, state and local laws, statutes, ordinances and regulations affecting the operation of the Sites and the Units, including without limitation health, sanitation, fire, safety and environmental laws, statutes, ordinances and regulations;
(l) timely obtain, maintain, pay for and avoid revocation or suspension of any and all licenses, permits, consents, certificates and registrations necessary or appropriate for Licensee to prepare or operate the Sites and the Units in compliance with all laws, statutes, ordinances and other provisions of this Agreement;
(m) not operate the Sites or the Units in a manner that presents a health or safety hazard to its customers or creates an environmental hazard;
(n) refrain from performing any act which could be reasonably likely to damage or cause harm to the reputation, goodwill or credit of the Units, the Proprietary Marks, the CFA System, CFA or the Chick-fil-A Culture;
(o) sell all Products in a manner which is not detrimental to CFA's reputation or the positioning of the Products in the market; and

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

6.4 Commencement of Operation. Licensee shall commence operating the Units no later than three hundred sixty (360) calendar days (i) after the Effective Date with respect to the Units located at the Initial Sites or (ii) after the approval date set forth on the Site Description Form for such Additional Site with respect to Additional Units approved pursuant to Section 3.1.

6.5 Operations Manual. CFA shall lend a copy of the Manual to Licensee for each Site during the License Term, which copy Licensee shall keep on the premises of the Sites in a secure location. Licensee shall notify CFA immediately if the Manual is lost or destroyed, and CFA shall send a replacement Manual to Licensee. Licensee shall pay CFA a fee of five hundred dollars ($500) for each replacement Manual. The Manual, including all new, updated, and superseded pages, shall at all times remain the property of only CFA. Licensee shall return the Manual to CFA within three (3) business days of the expiration or any termination of the License Term. CFA may amend and update the Manual as it deems necessary or appropriate and send new pages or completely revised manuals to Licensee, at no cost to Licensee. Licensee agrees to immediately insert all new pages in their proper places and to remove the superseded pages at the same time and return the superseded pages and/or replaced manuals to CFA within three (3) business days of receipt of the superseded pages or replaced manuals. Licensee shall hold the new manual made by CFA during the License Term in a secure location. Licensee as c/o Licensee pursuant to this Agreement shall be the sole and exclusive owner of all intellectual property rights to the Manual, whether or not they are incorporated or appended to the Manual made by CFA during the License Term. Licensee shall not, without the prior written consent of CFA, adversely modify the appearance of the Units in any way or make any modification of the Sites that are reasonably likely to materially affect the Proprietary Marks.

6.6 Promotion of Proprietary Marks. Licensee shall at all times during the term of this Agreement, at its own cost, use diligent efforts to advance the reputation of CFA and the Products and to develop consumer awareness of the Products and the Proprietary Marks.

6.7 Preparation and Modification of the Units. Licensee shall purchase or lease all equipment and signage for the Units at Licensee's own cost and directly from an approved supplier in accordance with this Section 6.7. Licensee shall be responsible for all installation and space conversion and shall bear the cost of all required smallwares. CFA may supply all necessary working drawings or plans for construction, remodeling or renovation of the Sites (the "Drawings") required to prepare the Units for operation, and Licensee hereby agrees to reimburse CFA for the cost of preparing the Drawings, as set forth on Addendum D, within forty-five (45) days of receipt of the Drawings from CFA. In the event that CFA decides not to supply the Drawings, Licensee shall be responsible for all such Drawings and shall submit the Drawings to CFA prior to their use. Unless within twenty (20) business days of receipt of the Drawings from Licensee (verified by post office returned receipt) CFA notifies Licensee of CFA's disapproval of such Drawings, the Drawings will be deemed to have been approved by CFA. Licensee shall build, renovate or remodel the Sites, as the case may be, only in accordance with such plans as they are supplied, or approved, by CFA. CFA shall be the sole and exclusive owner of all Drawings, whether or not they are prepared by or on behalf of CFA. If and to the extent any Drawings are prepared by or on behalf of Licensee, Licensee hereby assigns and agrees to assign or to procure the assignment of all intellectual property rights therein, including without limitation copyright and all rights to sue for past infringement, at no cost to CFA. Licensee shall not, without the prior written consent of CFA, adversely modify the appearance of the Units in any way or make any modification of the Sites that are reasonably likely to materially affect the Proprietary Marks.

6.8 Building and Premises Standards. CFA reserves the right to require Licensee to hold permitted by reference Manual made by a majority of operators shall be all bound on and received by 1.2. In event of a conflict herein the Manual, the Manual made by CFA during the License Term in a secure location. Licensee as c/o Licensee pursuant to this Agreement shall be the sole and exclusive owner of all intellectual property rights to the Manual, whether or not they are incorporated or appended to the Manual made by CFA during the License Term. Licensee shall not, without the prior written consent of CFA, adversely modify the appearance of the Units in any way or make any modification of the Sites that are reasonably likely to materially affect the Proprietary Marks.

6.9 Standards for Products and Supplies.

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

(b) In preparing Products for sale in the Units, Licensee agrees to use only the ingredients, techniques and procedures designated or approved in advance by CFA. Licensee shall offer such Products only in the proportions, appearance and packaging as may periodically be specified by CFA. Licensee agrees that all Products offered for sale in the Units shall conform to CFA's standards and specifications of quality, portion, taste and appearance and agrees to refrain from selling in the Units any Products that fail to meet such standards and specifications.

(c) Licensee shall utilize in the Units only those bags, boxes, wrappers, cups, napkins, cartons, utensils, customer goodwill items and other food containers and customer convenience items that display one or more of the Proprietary Marks.

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

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

6.11 [NOT USED]

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

6.13 Maintenance of Records, Inspections And Audits.

(a) Licensee shall maintain its books and records according to generally accepted accounting principles. Licensee shall preserve such books and records for at least three (3) years after the close of Licensee’s fiscal year to which they relate. CFA has the right to determine whether Licensee is complying with the terms and conditions of this Agreement. CFA or its designated representatives shall have the right at any time during business hours to: (i) enter upon and inspect the building and premises of the Units or offices and inspect and audit any records located or stored there relating to the Units; (ii) inspect, audit and photocopy the business records, bookkeeping and accounting records, operating records, operating reports, correspondence and general business records of the Units, and the other forms and information and supporting records which Licensee is required to submit to CFA hereunder; and (iii) inspect and observe the standards, specifications, methods, techniques and procedures being utilized by Licensee in the operation of the Units. CFA shall give Licensee at least seventy-two (72) hours prior notice before entering on the premises or performing any inspections under clause (i) or (ii) above; however, CFA may act without notice under clause (iii) above. Licensee shall fully cooperate with CFA or its designated representatives making any such inspection or conducting or supervising any such audit, and shall permit CFA or its designated representatives to take photographs of the building and premises of the Units and to interview customers and employees of Licensee.

(b) In the event that any of the books and records relating to a Unit are located other than at the Site associated with the Unit, CFA shall have the same rights to enter such other location and inspect and copy such books and records as is provided in Section 6.13(a). In the event that a Unit is located at a Site to which access is restricted or at which the taking of photographs or interview of customers is restricted, or some or all of the books and records relating to a Unit are located at a place to which access is restricted, Licensee shall diligently assist and facilitate CFA in obtaining access to such Sites or place to conduct any inspection or audit of such Units or the records relating thereto. For purposes of the preceding sentence, a Site or place to which "access is restricted" refers to a Site or place access to which is not within the control of Licensee or is otherwise restricted by an unrelated third party.

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

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

SECTION 7 -- PROPRIETARY RIGHTS

7.1 Ownership of Rights. The Parties acknowledge that CFA owns and shall retain all ownership of Intellectual Property associated with the Proprietary Marks and the CFA System. To the extent Licensee has or later obtains any Intellectual Property rights in the Proprietary Marks or the CFA System, by operation of law or otherwise, Licensee hereby agrees to assign all such rights exclusively to CFA and agrees to take any further action requested by CFA to effectively such an assignment.

7.2 Non-Disclosure Covenant. Each Party acknowledges that it may be exposed to certain Confidential Information and Trade Secrets of the other Party during the License Term, and that its unauthorized use
or disclosure of such information or data could cause immediate and irreparable harm to such other Party. Accordingly, except to the extent that it is necessary to use such information or data to perform its express obligations under this Agreement, neither Party shall (and each Party shall take diligent measures to ensure that none of its employees or other personnel shall), without the express prior written consent of the other party, redistribute, market, publish, disclose or divulge to any other person or entity, or use or modify for use, directly or indirectly in any way for any person or entity: (a) any of the other Party's Confidential Information during the License Term and for a period of two (2) years after the termination of the License Term; and (b) any of the other Party's Trade Secrets at any time during which such information shall constitute a Trade Secret (before or after termination of the License Term). The Parties acknowledge and agree that CFA's Trade Secrets include, but are not limited to: Product formulations, recipes and ingredients; product marketing and promotional techniques and plans; financial data and plans; lists of actual and prospective Chick-fil-A licensees, franchisees and independent contractor operators; and any components of the CFA System that fall within the definition of "Trade Secret." THE PARTIES ACKNOWLEDGE AND AGREE THAT CFA'S CONFIDENTIAL INFORMATION INCLUDES, BUT IS NOT LIMITED TO: THE TERMS AND CONDITIONS OF THIS AGREEMENT; THE CONTENTS OF THE MANUAL (EXCEPT FOR ANY INFORMATION IN THE MANUAL THAT WOULD CONSTITUTE A "TRADE SECRET"); AND ANY COMPONENT OF THE CFA SYSTEM THAT DOES NOT CONSTITUTE A "TRADE SECRET" BUT THAT OTHERWISE MEETS THE DEFINITION OF "CONFIDENTIAL INFORMATION." To the extent that Virginia law applies to this Agreement, the Parties agree that, pursuant to Va. Code §11-32D, CFA's Trade Secrets and Confidential Information shall be limited to (i) those items that fall within the definitions set forth in Section 1.1(c) and 1.1(o), and (ii) those items identified in the two sentences that immediately precede this sentence, and that the rationale for protecting this information and data is as set forth in the first sentence of this Section 7.2.

7.3 Limitation on Competition. Except for sale of Authorized Products from Units at the Sites during the License Term, (a) Licensee shall not, during the License Term, anywhere within the Site, directly or indirectly, alone or in conjunction with or through any other party, sell any products that are substantially similar in nature and in presentation to products offered as part of the CFA System, and (b) for twelve (12) months following the License Term, Licensee shall not, from any space where the Unit was located, directly or indirectly, alone or in conjunction with or through any other party sell any nationally or regionally branded chicken products or any products that are substantially similar in nature and in presentation to products offered as part of the CFA System. If Licensee violates its covenants in this Section 7.3, it shall be presumed that Licensee has used Confidential Information and Trade Secrets of CFA in violation of Section 7.2. Licensee shall require its managers and supervisors involved in the Units to sign a Policies and Procedures Agreement in substantially the form of Exhibit 1.

7.4 Use Of Proprietary Marks.

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

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

(c) Licensee agrees to promptly and fully advise CFA of all knowledge it has or acquires concerning any use of a trade name, trademark, service mark or other mark that may infringe upon any of the Proprietary Marks, but CFA retains the exclusive right and authority to protect or defend the Proprietary Marks; provided, however, that CFA shall not be obligated to defend any or all of the Proprietary Marks and may determine not to defend any or all of them for any reason whatsoever; provided, further, that CFA does not warrant the validity of any or all of the Proprietary Marks. Licensee does agree, however, at the cost of CFA, and subject to the prior approval of the Attorney General of the Commonwealth of Virginia (to the extent such approval is required by Virginia law), to be a named party in any demand, suit or action which CFA may determine to institute in connection with such matters and otherwise to cooperate as CFA reasonably requests in any defense or other protection of the Proprietary Marks. Any and all damages and costs recovered shall be for the sole account of CFA.
(d) If it appears to CFA that protection of one or more of the Proprietary Marks is no longer viable, either commercially or legally, CFA has the right to relinquish such Proprietary Mark and, at its election, to adopt another mark in the relinquished mark's place. In such event, Licensee agrees to cooperate with CFA in changing all signage, literature, supplies and the like to adapt the Units. Licensee shall not use the mark CHICK-FIL-A or any words identical or similar to any Proprietary Mark in its corporate or other name.

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

7.6 Acknowledgment. Licensee acknowledges and agrees that its covenants set forth in this Section 7 are reasonable as to time, scope and territory given CFA's need to protect its Trade Secrets and Confidential Information, particularly given the complexity and competitive nature of the food service industry, and that Licensee has sufficient resources to find alternative, commensurate business in its respective fields of expertise that would not violate Section 7.

SECTION 8 -- TERMINATION OF LICENSES

8.1 Termination by Licensee: Reciprocal Termination Right.

(a) Any one or more of the following shall be a "CFA Termination Event": (i) CFA's breach of any of its material covenants in this Agreement; (ii) the untrue or misleading of any of CFA's material representations or warranties in this Agreement; (iii) CFA's conviction of or pleading nolo contendere to a felony or crime involving moral turpitude; or (iv) CFA's conversion or embezzlement of any funds or property of Licensee.

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

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

(d) Either Party may terminate the License Term for any reason by providing the other Party with at least ninety (90) days prior written notice.

8.2 Termination by CFA.

(a) The occurrence of any one or more of the following events shall be an "Licensee Termination Event": (i) Licensee breaches any of its material covenants in this Agreement; (ii) any of Licensee's material representations or warranties in this Agreement are untrue; (iii) Licensee or any of its employees takes any action, or fails to take any action, which action or failure to act, damages, or has the potential to damage, the goodwill or reputation of CFA or is inconsistent with the Chick-fil-A Culture, the CFA System or the environment or reputation of CFA; (iv) Licensee fails to open any Unit, pursuant to the hours and days of operation set forth in the Site Description Form attached to Addendum A applicable to that Unit; (v) Licensee, or any of its officers, directors, shareholders, agents or employees, is convicted of or pleads nolo contendere to a felony or crime involving moral turpitude or is convicted of or pleads nolo contendere to any other crime or offense likely to adversely affect the reputation or goodwill of CFA, the Proprietary Marks or the CFA System; (vi) Licensee or any of its officers, directors, shareholders, agents or employees converts or embezzles any funds or property of CFA or third parties; (vii) Licensee makes a willful material misrepresentation, verbally or in writing, or fails to make a material disclosure, to CFA or any national, federal, state or local governmental authority or in any offer or sale of securities related to a Unit; (viii) Licensee, or any of its employees, is convicted of or pleads nolo contendere to any other crime or offense likely to adversely affect the reputation or goodwill of CFA, or violates any applicable copyright laws. 

(b) Upon the occurrence of any of the Licensee Termination Events described in Sections 8.2(b)(i) through (vii), CFA may serve the other Party with written notice describing the nature of the Licensee Termination Event, and upon the expiration of ten (10) calendar days, CFA may terminate the License Term upon receipt by the other Party of CFA's written notice specifying the nature of the Licensee Termination Event. If CFA shall have failed to cure the Licensee Termination Event, then CFA may terminate the License Term by serving a written notice of termination upon the other Party, with such termination to be effective upon receipt by the other Party of CFA's written notice of termination.
food service facility; or (xvii) Licensee fails to make timely payment to CFA of any amounts it is required to pay CFA under this Agreement.

(b) Upon the occurrence of any one or more Licensee Termination Events described in Sections 8.2(a)(iv), (ix), (x), (xv) or (xvii), or of any one or more Licensee Termination Events described in Sections 8.2(a)(i), (ii) or (viii) which have occurred as to one or more, but not substantially all, of the then existing Units, CFA may serve Licensee with written notice specifying the nature of the Licensee Termination Event, and upon the expiration of thirty (30) calendar days (or such longer period of time as may be required by applicable law), if Licensee shall have failed to cure the Licensee Termination Event, then CFA may terminate the License Term as it applies to those Units to which the Licensee Termination Event relates by serving a written notice of termination upon Licensee, which termination shall be effective upon receipt by Licensee of the notice. If the Licensee Termination Event cannot be completely cured within the thirty-day period, and if Licensee shall have diligently commenced and continued curing the Licensee Termination Event within such thirty-day period, then such thirty day period shall be extended for as long as reasonably necessary for Licensee, using good faith efforts, to complete the curing the Licensee Termination Event. The termination of one or more of the Units pursuant to this Section 8.2(b) shall have no effect on those Units not so terminated, and the license provisions of this Agreement shall remain in full force and effect with respect to those remaining Units.

(c) Upon the occurrence of any one or more Licensee Termination Events of Licensee described in Sections 8.2(a)(v), (vi), (vii), (viii), (x), (xi), (xii), (xiii) or (xviii), or any one or more Licensee Termination Events of Licensee described in Sections 8.2(a)(i), (ii) or (viii) which relate to substantially all of the then existing Units, CFA may terminate this Agreement upon ten (10) calendar days' written notice of termination to Licensee with such termination to be effective upon the tenth calendar day following Licensee's receipt of the notice. Licensee will not have an opportunity to cure these Licensee Termination Events.

(d) Notwithstanding anything to the contrary elsewhere in this Agreement, upon the occurrence of a Licensee Termination Event described in Section 8.2(a)(ii) or if Licensee breaches any of its obligations under Section 7 of this Agreement, CFA shall have the right to terminate the License Term effective immediately and without prior notice to Licensee, it being presumed that such a Licensee Termination Event or such a breach is incurable and likely to significantly harm CFA.

8.3 Licensee's Obligations Upon Expiration Or Termination

(a) Upon the expiration or termination of the License Term with respect to one or more Units for any reason, all rights of Licensee to operate such Units and to use, display or advertise the CFA System, the Proprietary Marks, CFA's Confidential Information or Trade Secrets, shall cease, and the licenses granted to Licensee with respect to those Units in Section 2.1 shall terminate.

(b) CFA, at its option and upon notice to Licensee and subject to Licensee's concurrence, may purchase from Licensee or allow Licensee to transfer at Licensee's expense to another of Licensee's Units or such other parties as may be allowed by CFA any equipment,
SECTION 9 -- ASSIGNMENT AND TRANSFER

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

9.2 Limitations on Transfer by Licensee.

(a) Licensee acknowledges and agrees that its rights and duties under this Agreement are personal to Licensee and that CFA has granted the license hereunder to Licensee in reliance upon Licensee's character, skill, experience, business ability and financial qualifications. Therefore, Licensee shall control all of the Units through direct ownership thereof or through lease(s) or other ownership arrangement(s) as allowed herein. Licensee may not sell, assign, sublicense, share, divide, pledge, encumber, create an option in or otherwise transfer or delegate any part or all of the Units, voluntarily or involuntarily, by operation of law or otherwise in any manner, except upon prior written approval of CFA and in accordance with the provisions of this Agreement, and any attempt by Licensee to do so shall be null and void. Licensee shall not change the business form or entity which owns or through which Licensee operates the Units, either directly or indirectly, without the prior written consent of CFA.

(b) The provisions of Section 9.2(a) shall apply to any attempt by any shareholder or group of shareholders in Licensee, in a single transaction or series of related transactions, to sell, assign, share, divide, pledge, encumber, create an option in or otherwise transfer any of such shareholder's interest in shares of Licensee constituting 30% or more of the outstanding voting stock of Licensee (as if such shareholder were attempting to sell, assign, share, divide, pledge, encumber, create an option in or otherwise transfer part of the Units).

SECTION 10 -- LEGAL MATTERS

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

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

10.3 [NOT USED]

10.4 Cumulative Rights and Remedies. All rights and remedies of the Parties shall be cumulative.

10.5 [NOT USED]

10.6 Litigation. The Parties agree that if a controversy or claim between them arises out of or relates to this Agreement and results in litigation, if the litigation is asserted by CFA, the state and federal courts in Virginia shall have jurisdiction to hear and decide such matter, and each Party hereby submits to the jurisdiction of such court. Each Party consents to and waives any and all objections to the non-exclusive personal jurisdiction of such courts, and further waives objection to venue in any such courts, in and for all such litigation. Licensee hereby irrevocably constitutes and appoints the Secretary of State of Georgia as its agent for service of process in all CFA initiated litigation and CFA irrevocably appoints the Secretary of State of the Commonwealth of Virginia as its agent for service of process in all Licensee initiated litigation and both Parties agree that valid service may be had upon a Party by such appointed agent mailing to the Party any pleading or notice by first class certified or registered United States Mail, postage prepaid, return receipt requested. If either Party files suit to collect sums from the other Party under this Agreement, then the first Party, in addition to its other rights and remedies hereunder, shall be entitled to recover all costs and expenses incurred in connection with such collection, including without limitation attorneys' and advisors' fees, court costs and other expenses of litigation, if the first Party prevails in such suit.

10.7 Third Party Claims. Licensee agrees to immediately notify CFA of the existence of (and forward to CFA copies of relevant documents, if any, within ten (10) days of its receipt of same) any and all actual or threatened demands, claims, notices, suits, actions or
other legal processes served on or otherwise coming to the attention of Licensee that would or could affect any Units, the CFA System, CFA’s Confidential Information or Trade Secrets, the Proprietary Marks or CFA in general. CFA may, at its option, consistent with the requirements of Va. Code §2.1-121 (to the extent that Virginia law applies to this Agreement), control any or all such disputes and litigation and Licensee will, at its own expense if it is a named party or at CFA’s expense if it is not, extend its full cooperation in all such matters.

10.8 Caveats.

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

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

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

SECTION 11 – GENERAL PROVISIONS

11.1 No Implied Waiver.

(a) Failure of either Party at any time to require performance of any provision of this Agreement shall not affect such Party’s right to require full performance thereof at any time thereafter, and the waiver by either Party of a breach of any such provision shall not be taken or held to be a waiver of any subsequent breach thereof or as nullifying the effectiveness of such provision or any other provision.

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

11.2 Procedure For Notice. Any notice permitted or required to be delivered by the provisions of this Agreement shall be deemed so delivered (and thus also be deemed to have been received by the addressee thereof) on the day of hand delivery, one (1) business day after being sent by telefax (with an identical copy of any telefaxed materials being sent as well by first class mail) or overnight delivery service (with notification of delivery) or two (2) business days after being placed in the United States mail for delivery within the United States by certified or registered mail, postage prepaid, return receipt requested addressed to the recipient at the address set forth on the signature page to this Agreement, unless that party shall have given written notice of change of address to the sending party.

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

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

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

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

11.7 **Continued Effectiveness of this Agreement.** Except for provisions relating only to the licenses granted Licensee under Section 2.1, this Agreement shall remain effective until neither Party has any further obligation to the other Party under this Agreement. The Parties acknowledge that a number of their obligations (for example, Licensee’s obligations under Section 7) extend beyond the termination of the License Term.

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

11.9 **Entire Agreement; Modification.** This Agreement (together with the Manual, Addenda and the Exhibits and other attachments hereto and any and all guarantees hereof) constitutes the entire Agreement between CFA and Licensee, and supersedes all previous negotiations and agreements between them, with respect to the subject matter hereof. No representation, inducement, promise, agreement, oral or otherwise, not embodied herein, shall be of any force or effect. Further, this Agreement may not be modified or amended except in writing signed by Licensee and a duly authorized officer of CFA, subject to CFA’s rights in Sections 6.2 and 6.5. CFA’s response to Licensee’s Request for Proposal (No. 613301) is hereby incorporated by reference into this Agreement except as otherwise provided in this Section 11.9. To the extent that any provision of the RFP response is either (i) inconsistent with this Agreement or CFA’s normal and customary operating procedures or (ii) covers matters also covered in this Agreement, those RFP response provisions are not incorporated by reference into this Agreement. Any inconsistencies between the RFP response and any provision of this Agreement shall be resolved in favor of the provisions of this Agreement.

11.10 **Miscellaneous.** Words of inclusion used in this Agreement (such as “including”) shall not be deemed to be words of limitation, such that any items or things listed as “included” in another class of items or things shall not be construed as excluding other items or things not expressly mentioned. Both Parties acknowledge and agree that they have actively participated in the negotiation and drafting of this Agreement. Licensee agrees to promptly execute amendments to any Addenda, from time to time during the License Term, to reflect changes in the information set forth on the Addenda as of the Effective Date.
EXHIBIT 1

Form of Policies and Procedures Agreement
This Agreement must be signed by all personnel of Licensee working as a manager or supervisor of a Chick-fil-A Unit.

CHICK-FIL-A, INC.  

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY

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

(attach additional sheets for additional personnel signatures)
ADDENDUM A

Site Description Form

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

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

2. Food Service Director:

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

4. School enrollment (if Site is at a school):

5. Other regional or national brands sold at the proposed Site:

6. Menu selection (check one or more boxes, as applicable):
   a. □ Core Menu A, with the following deletions or additions:
      deleted items
      additional items

   b. □ Core Menu B, with the following deletions or additions:
      deleted items
      additional items

   c. □ Special Menu Items as follows:

7. Days of Operation:

8. Hours of Operation:

9. Attach School Calendar (if Site is at a school)
## ADDENDUM B

### CFA Trademarks, Service Marks and Tradenames

The following trademarks are presently registered by CFA with the United States Patent and Trademark Office and the registrations are on the principal register:

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design
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Reg. Date: June 5, 1984
Affidavit of Use Filed: September 1989

TASTE IT. YOU’LL LOVE IT
FOR GOOD.
Reg. No.: 1,307,523
Reg. Date: November 27, 1984
Affidavit of Use Filed: February 1989

CHICK-FIL-A CHARGRILLED
CHICKEN SANDWICH &
design
Reg. No.: 1,572,238
Reg. Date: December 19, 1989
Affidavit of Use Filed: N/A

DON'T YA JUST LOVE IT
Reg. No.: 1,636,490
Reg. Date: February 26, 1991
Affidavit of Use Filed: N/A

CHICK-FIL-A FAX-FIL-A &
design
Reg. No.: 1,670,635
Reg. Date: December 31, 1991
Affidavit of Use Filed: N/A

CHICK-FIL-A GRILLED 'N LITES & design
Reg. No.: 1,724,051
Reg. Date: October 13, 1992
Affidavit of Use Filed: N/A

CHICK-FIL-A WAFFLE
POTATO FRIES
Reg. No.: 1,720,498
Reg. Date: September 29, 1992
Affidavit of Use Filed: N/A

PEEL•A•PRIZE and design
Reg. No.: 1,691,751
Reg. Date: June 9, 1992
Affidavit of Use Filed: N/A

WE START FRESH
Reg. No.: 1,284,715
Reg. Date: July 3, 1984
Affidavit of Use Filed: September 1989
ADDENDUM C

CORE MENUS

CORE MENU A

Chick-fil-A Sandwich
Chick-fil-A Sandwich Deluxe
Chick-fil-A Nuggets
Chick-fil-A Chargrilled Chicken Sandwich
Chick-fil-A Chargrilled Chicken Sandwich Deluxe
Chick-fil-A Waffle Potato Fries
Chick-fil-A Chargrilled Chicken Garden Salad
Cole Slaw
Fresh Squeezed Lemonade

CORE MENU B

Chick-fil-A Sandwich
Chick-fil-A Sandwich Deluxe
Chick-fil-A Nuggets
Chick-fil-A Chargrilled Chicken Sandwich
Chick-fil-A Chargrilled Chicken Sandwich Deluxe
Chick-fil-A Waffle Potato Fries
Fresh Squeezed Lemonade
ADDENDUM D

ROYALTIES AND FEES

1. **Royalty.** In return for the rights and licenses granted under this Agreement, LICENSEE shall pay to CFA an on-going royalty equal to 10% of Gross Receipts collected during Licensee's four week accounting period (an "Accounting Period"), payable on or before the twenty-fifth (25th) day of each calendar month for the preceding Accounting Period. This royalty rate shall be applicable for the entire five year initial term of this Agreement, unless CFA and Licensee mutually agree to change it.

2. **Training Fees.** The tuition charge for the attendance of additional employees at a CFA training program, as contemplated in Section 5.1 of this Agreement, are $500 per additional employee, payable to CFA at least ten (10) days prior to the first day of the training program attended by such additional employee.

3. **Cost Reimbursements for Drawings.** If CFA provides Drawings pursuant to Section 6.7 of this Agreement, LICENSEE shall pay CFA $3,500 as reimbursement for the cost of preparing such Drawings.
ADDENDUM E

SALES REPORTING PROCEDURES

I. Required Forms

The following forms and procedures are to be used in the operation of each Unit.

At the close of each monthly reporting period, the following two forms must be completed and must accompany the royalty check for that reporting period. Sample forms are attached to this Addendum E.

**Daily/Product Sales Report**
This report shall be completed on a daily basis. The date and day of the week shall be entered at top of report. Weekly totals shall be accumulated and transferred to the **Weekly Product Sales Report**.

**Weekly Product Sales Report**
This report shall be completed on a weekly basis. All information shall have been accumulated and transferred from the totals of the **Daily Product Sales Report**. At the close of Licensee's reporting period, totals shall be accumulated. Licensee shall determine Chick-fil-A's royalty amount due at end of report.

The Weekly Product Sales Report, the related Daily Product Sales Reports, and the royalty check are due by the 25th of each month. Reports and royalty check shall be mailed to:

ATTN: Corporate Accounting  
Chick-fil-A, Inc.  
5200 Buffington Road  
Atlanta, GA 30349-2998

An additional report, **Calendar Month Sales Summary Report**, shall be accumulated on a daily basis and mailed directly to Chick-fil-A, Inc. at the above address on the first business day following the end of each calendar month. This report must be received by Chick-fil-A by the 10th of the month. You may FAX it to: 404-765-8940.

II. Internal Use Forms

In order to enable Licensee to maintain internal records of unsold product, Chick-fil-A can make available to you several additional forms including:

-- Weekly Free Product and Employee Meal Count Sheet  
-- Weekly Product Waste/Tracking Sheet  
-- Key Product Movement Report:  
  -- Filets  
  -- Nuggets  
  -- Waffle Fries

**THESE INTERNAL USE FORMS ARE PROVIDED FOR YOUR INTERNAL USE. THIS WILL ASSIST YOU IN MAINTAINING A RECORD OF YOUR USAGE AND INVENTORY CONTROL. YOU MAY COPY THESE FORMS FOR INTERNAL USE ONLY. THEY SHALL BE REGARDED BY YOU AS CONFIDENTIAL INFORMATION OF CHICK-FIL-A. THESE FORMS WILL ENABLE LICENSEE TO ACCOUNT FOR ALL UNSOLD PRODUCT.**
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**TOTAL**

**COMMENTS**
VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY

BID TABULATION FORM

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COMMENTS

Page 1
VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY
PURCHASING DEPARTMENT
144 SOUTHGATE CENTER
BLACKSBURG, VA 24061-0333

AWARD NOTICE

Notice is hereby given of the award for the transaction described below:

1. Date of Posting: 3-12-97  Posted By: KS

2. Bid Number: 613301


4. Date of Purchase Order/Contract Award: 

5. Vendor: Chick-Fil-A

6. Date Notice Removed From Posting: 3-31-97
   Removed From Posting By: KS

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**COMMENTS**
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