

EXHIBIT D-2

Signature Bakery Franchise Agreement

PLUS Addenda for the following states:

ILLINOIS
INDIANA
MARYLAND
MINNESOTA
NORTH DAKOTA
RHODE ISLAND
WASHINGTON
WISCONSIN

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**T.J. CINNAMONS® SIGNATURE
BAKERY**

FRANCHISE AGREEMENT

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**T.J. CINNAMONS® SIGNATURE BAKERY
FRANCHISE AGREEMENT**

This is a Franchise Agreement (this "Agreement") made as of the ___ day of _____, 200___, in Fort Lauderdale, Florida, by and between Arby's Brands, LLC, a Delaware limited liability company with its principal office at 1000 Corporate Drive, Fort Lauderdale, Florida 33334 ("Arby's", "we", "us" or "our"), and _____, a(n) (corporation/partnership/limited liability company/individual) with *(its principal office/his/her/their residence) at _____ ("Franchisee", "you" or "your").

INTRODUCTION:

Arby's is owner of a number of trademarks, service marks and trade names (the "T. J. CINNAMONS® Trademarks" or the "Trademarks") and has the right to establish and operate and to grant licenses to others to establish and operate T.J. CINNAMONS® ("TJC") Bakeries (described below) under the TJC Proprietary Marks (as defined below).

The TJC Bakeries specialize in the sale of freshly-baked, par-baked or other types of baking or preparing gourmet cinnamon rolls and other distinctive foods and baked goods and non-alcoholic beverage products, including TJC Beverages, presently or hereafter designated by us in the TJC Operating Standards Manual (as defined below) or otherwise in writing (the "TJC Products"). The TJC Bakeries operate under a distinctive system (the "TJC System") which is identified by certain trade names, service marks, trademarks, symbols, logos, emblems and indicia of origin including, but not limited to, the mark T.J. CINNAMONS® and such other trade names, service marks and trademarks as may be developed in the future to identify for the public the source of services and products marketed under these marks and under the TJC System and representing the TJC System's high standards of quality, appearance and service (collectively, the "TJC Proprietary Marks"). The TJC System includes without limitation, specially designed fixtures, equipment, containers and other items used in preparing, servicing and dispensing food and beverage products; signs and emblems bearing the TJC Proprietary Marks; distinctive recipes for gourmet cinnamon rolls and other distinctive foods and baked goods, and TJC branded coffees or other TJC branded beverage products (the "TJC Beverages"); distinctive food and beverage production and delivery systems; distinctive designs, decor, color schemes and furnishings; various trade secrets and other confidential and proprietary information; and instructional and training material and courses, all of which may be changed, improved or further developed from time to time.

TJC Bakeries include various retail units including the T.J. Cinnamons Signature Bakery described below, a full concept bakery, a limited menu bakery (currently referred to as a "TJC Classic Bakery") which is often operated in a dual-brand format within an existing Arby's restaurant or another existing business location, kiosks, or other similar retail outlets, a cart. The differences in these units (which are more fully described in the TJC Operating Standards Manual, that will vary from time to time, pertain to the menu items required to be sold by each type of unit, the furnishings, fixtures, and equipment included in each type of unit, and the types of locations at which each type of unit may be operated.

TJC Bakeries may be operated, at our discretion, and with our prior written approval, in conjunction with other food service operations, and/or with other retail or commercial outlets or operations, or within the confines of another existing business or food service operation that operates under a name or mark other than the TJC Proprietary Marks which may or may not include other food brands. The TJC Bakery that will be operated, pursuant to this Agreement, will feature a limited selection of TJC Products and/or TJC Beverages as specified in **Attachment D** for sale in alternate channel locations (the T. J. Cinnamons

Signature Bakery" hereinafter referred to as the "TJC Bakery") (defined below), and will be operated at the approved location specified in **Attachment A**.

Alternate channel locations (the "Alternate Channel or Channels") are locations, sites, venues and outlets that may include but are not limited to retail outlets located in hotels, convenience stores, specialty shops or other retailers, grocery stores, cruise ships, colleges, universities, institutional venues, coliseums, or other similar venues or facilities.

You currently operate an existing business within the Licensed Premises (the "Existing Business"). Either you have obtained the consent (the "Consent") from the existing business franchisor, licensor, landlord and/or owner to operate the TJC Bakery at the Licensed Premises and a copy of the Consent is attached hereto and made a part hereof as Attachment B, or you represent that you have full authority to operate the TJC Bakery at the Licensed Premises and no such Consent is necessary.

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE 1. GRANT OF FRANCHISE

1:1:1 FRANCHISE AND PREMISES

- A. We hereby grant to you, on the Commencement Date (as defined below), upon the terms and conditions in this Agreement, the right and franchise, and you undertake the obligation, to continuously operate those elements of the TJC Bakery (the "**Licensed Business**") at the Licensed Premises and to use the TJC Proprietary Marks and the TJC System, as they may be changed, improved and further developed by us from time to time, only at the Licensed Premises.
- B. This franchise is for the specific street address and the approved location as specified in **Attachment A** only and does not in any way grant or imply any protected area, market or territorial right proprietary to you. You may not relocate the TJC Bakery without our prior written consent. This Agreement does not grant to you the right or franchise to operate the TJC Bakery or to offer or sell any products or services described under this Agreement, from any other location, nor does it grant you the right to or franchise to operate the TJC Bakery or to offer or sell any products or services described under this Agreement with any business other than the Existing Business, without our prior written consent.
- C. Your rights under this Agreement shall be limited to offering and selling the TJC Products and/or TJC Beverages specified in **Attachment D** and in the Manual (defined in 1:1:2 below), from the Licensed Premises to retail customers for consumption on the premises, for personal, carry-out consumption, drive through, if applicable, and special events that comply with the standards set out in the Manual or otherwise in writing. Franchisee shall not, without the prior written approval of Arby's, engage in any other type of sale of, or offer to sell, or distribution of TJC Products and/or TJC Beverages, including, but not limited to, (a) offering or selling TJC Products and/or TJC Beverages for group consumption at any location other than the Licensed Premises, (b) selling, distributing or otherwise providing, any TJC Products and/or TJC Beverages to third parties at wholesale, or for resale or distribution by any third party, including corporate and commercial food service

operations, and (c) selling, distributing or otherwise providing any TJC Products and/or TJC Beverages through catalogs, mail order, toll free numbers for delivery, or electronic means (e.g. the Internet) (subparts (a) through (c) are collectively, "Other Sales/Distributions Opportunities"). If authorized by Arby's to conduct Other Sales/Distribution Opportunities, Franchisee shall comply with Arby's policies concerning Other Sales/Distribution Opportunities, as set forth in the Manual, or otherwise in writing.

1:1:2 LICENSED TRADEMARKS

We also grant you the right to use in the Licensed Business the trade name "T.J. Cinnamons" and all of the TJC Proprietary Marks presently or subsequently listed in TJC Operating Standards Manual ("Manual"), as modified or revised from time to time, but only in the manner specified in the Manual and this Franchise Agreement and only at such times as the TJC Proprietary Marks are in the Manual and this Agreement remains in effect. You acknowledge that the Manual consists of more than one Manual and may include written policy directives and other written material from us.

1:1:3 LICENSED PRODUCTS

We also grant you the right to use the TJC Proprietary Marks in the Licensed Business only on or in connection with the sale and advertising, marketing or promotion of those TJC Products and/or TJC Beverages designated in the Manual and as specified in Attachment D, as being included in the TJC Bakery's menu for Alternate Channels and meeting the specifications and quality standards set forth in the Manual. Arby's may modify or revise the Manual's requirements concerning menu items or product specifications and standards from time to time in its sole discretion, and Franchisee at all times shall conform to the requirements of the then-current Manual as it may be revised from time to time.

1:2 NO ASSIGNED AREA

A. You may operate the TJC Bakery only at the Licensed Premises and you shall have no "protected area", "unit trading area," or other exclusive or protected territory. We have the right to establish or operate, or authorize another person or entity to establish or operate, any other bakery or food service operation using the TJC Proprietary Marks, or license the right to establish and operate a TJC Bakery to anyone, including but not limited to a full concept bakery, a limited menu bakery such as the TJC Classic Bakery, dual brands within an Arby's Restaurant or within other existing businesses, kiosks or similar retail outlets, a cart, and other limited menu retail bakery establishments for an individual, hotel or motel owner/operator, convenience store operator, cruise ships, any quick service restaurant, other food service establishments, retail outlets, grocery stores, or to other non-traditional alternate channels, at any location except at the Licensed Premises.

B. In addition to the rights retained by us as described in this Section 1.2 and regardless of anything to the contrary in this Agreement, we have the right to do the following at any location (and to authorize others to do the same):

1. advertise the TJC System and/or TJC Products and TJC Beverages;

2. sell products, services, and merchandise whether or not similar to those offered under the then current TJC Bakery Franchise Agreement under other names and marks;
3. we have the exclusive right to sell TJC Products and/or TJC Beverages through any method of electronic communication or commerce including, without limitation, e-commerce and internet sites, and you may not sell any TJC Products or TJC Beverages through e-commerce, internet sites, or through other off-premise sales opportunities, without our prior written consent.

ARTICLE 2. FRANCHISE FEE

Franchisee acknowledges that the grant of this franchise constitutes the consideration for the payment by Franchisee to Arby's of an initial franchise fee of Five Thousand Dollars (\$5,000.00). Franchisee acknowledges that this sum shall be fully earned by Arby's upon the execution and delivery of this Agreement and is non-refundable.

ARTICLE 3. NO ROYALTY FEE; PRODUCT FEE; BUSINESS RECORDS

3:1 PRODUCT FEE PAYMENT and REPORTING.

From the date of opening of the Licensed Business, Franchisee shall pay to the designated suppliers who have been approved by Arby's to sell and distribute the TJC Products and/or TJC Beverages (the "Approved Suppliers") of product purchased by you a product up-charge fee (the "Product Fee") established by the Approved Supplier and Arby's. The minimum amount per case that the supplier must remit to Arby's shall be re-evaluated bi-annually, with the revised fee going into effect January 1st of each even-numbered year. Said fee shall not change more than 15% from the fee in the previous bi-annual period. Arby's shall provide written notification of the revised fee to the Franchisee 30 days prior to the Commencement Date. The Product Fee shall be paid directly to the Approved Supplier and you agree to make all payments to the Approved Supplier in a timely manner and in accordance with the Approved Suppliers' terms of payment. The Approved Supplier is solely responsible for the collection of and remittance of the Product Fee directly to Arby's.

Deleted: The dollar amount of this fee for the bi-annual period ending December 31, 2001, is \$9.00.

Franchisee shall provide monthly to Arby's, in the form specified by Arby's as the Alternate Channel Franchisee Certificate, within ten (10) days of the end of the month, a monthly statement of the relevant TJC Products and/or TJC Beverages purchased. Franchisee shall also include whatever other information and documents Arby's may from time to time specify in the Manual, in whatever form Arby's may require.

3:2 BUSINESS RECORDS AND AUDIT

Franchisee must maintain, and retain for three (3) years after their preparation, each of the following:

- (1) all records of purchase of TJC Products and/or TJC Beverages from Approved Suppliers, including but not limited to purchase orders receiving documents, supplier invoices and payments and advertising and marketing expenditures related to the TJC Bakery including advertising invoices and cancelled checks;

(2) IRS and state sales tax records; and

(3) Any other reports or records required by Arby's. A report of Franchisee's monthly TJC Product purchases must be submitted to Arby's on a monthly basis as set forth in Article 3:1 above. All other records and reports must be available for submission and must be submitted to Arby's upon its request. At its discretion, Arby's may audit any reports or records maintained or submitted by Franchisee relating to the TJC Bakery.

ARTICLE 4. OPERATING STANDARDS AND CONDITIONS

4:1 During the term of this Agreement, Franchisee shall:

4:1:1 CONFORM TO THE CURRENT MANUAL

- A. Operate the Licensed Business strictly in conformance with the Manual provided by Arby's with respect to all matters set forth therein, including food and beverage products and menu items, product specifications and sources, cleanliness and sanitation, and customer service. It is understood and agreed that Arby's may modify or revise the Manual from time to time. Franchisee shall operate the Licensed Business at all times strictly in conformance with the Manual as then in effect. In any dispute concerning the contents of the Manual, the master copy maintained at Arby's headquarters shall be controlling.
- B. You will receive the Manual for TJC Bakeries on loan from us. You agree to keep the Manual, or any replacement, as long as this Agreement remains in effect. We will provide the Manual at no expense to you, however, you agree to pay a replacement fee of \$100 for each replacement Manual provided to you. We may provide the Manual to you on computer disk or by other electronic communication such as on-line extranet access, an interactive electronic document, linked by communications software, or such other method we may determine appropriate.
- C. You agree at all times to treat the Manual, any of our written directives, and any other manuals and material and the information contained therein, as confidential. You shall not at any time copy, duplicate, record, or otherwise reproduce these materials, in whole or in part, or otherwise make the same available to any unauthorized person.

4:1:2 COMMENCE OPERATION

You agree to commence operation of the Licensed Business within ninety (90) days after the execution of this Agreement or such extended period as may be granted by Arby's in writing.

4:1:3 COMPLY WITH APPLICABLE LAWS

At all times comply with all federal, state, county, township and city and ordinances, including, without limitation, workmen's compensation laws, and all rules and regulations of any duly constituted authority affecting or respecting the Licensed Business or the Licensed Premises; and

4:1:4 USE ONLY AS A TJC BAKERY

You agree to sell the TJC Products and/or TJC Beverages only out of or from the approved locations within the Licensed Premises within the Existing Business location as described on Attachment A. You agree not to offer or sell any products described under this Agreement with any other business other than the Existing Business without our prior written consent.

4:1:5 RIGHT OF INSPECTION

Arby's or its authorized representatives shall have the right to inspect the Licensed Business and the facility, equipment and operations therein. Arby's or its authorized representatives also shall have the right to test all TJC Products and/or TJC Beverages offered for sale and supplies used by Franchisee for the purpose of determining the quality and specifications of such products and supplies. Arby's shall have access to the Licensed Premises at all reasonable times for these purposes.

ARTICLE 5. LICENSED BUSINESS IMAGE, FACILITY, and EQUIPMENT

5:1:1 SIGN STANDARDS

For purposes of identifying or advertising the Licensed Business, Franchisee shall use only such exterior and interior signs (including any and all replacements thereof) that comply with and satisfy the requirements for TJC Bakeries for Alternate Channels contained in the then-current Manual.

5:1:2 REPAIR AND MAINTENANCE

Franchisee shall maintain the Licensed Premises in the highest degree of sanitation, good condition and state of repair as necessary to comply with and satisfy the requirements of the then current Manual.

5:1:3 REMODELING, RENOVATION and REPLACEMENT

Whenever and as frequently as necessary to maintain an attractive appearance and a good public image, and in any event within ninety (90) days after receipt of notice from Arby's that the Licensed Business is not in compliance with the then current Arby's requirements for TJC Bakeries for Alternate Channels, not in good condition, or not functioning properly, Franchisee shall promptly, after Arby's approval of the proposed plans, repair, remodel, or refurbish such items that can be repaired, remodeled or refurbished, and replace any such items that cannot be so repaired, refurbished or remodeled. Franchisee understands and acknowledges that this obligation may require significant capital or other expenditures during the term of this Agreement. Prior to commencement of such repair, refurbishing or remodeling, Franchisee shall submit to Arby's proposed plans and specifications therefor, including any variances required by building and zoning codes. Franchisee shall not undertake such repairs, refurbishing or remodeling until Arby's has approved the proposed plans and specifications as satisfactory to cure the deficiency.

ARTICLE 6. PERSONNEL AND MANAGEMENT

6:1 PERSONNEL

- A. During the term of this Agreement, Franchisee shall hire, train and properly supervise sufficient and qualified personnel for the efficient operation of the Licensed Business and, in particular, shall hire, train and properly supervise staff so that all operational standards (including standards for food preparation, customer service and bakery and facility sanitation and cleanliness) in the then-current Manual can be and are satisfied at all times.
- B. Regardless of anything to the contrary contained in this Agreement, you agree that you have sole discretion over the following operational matters, and that we will have no control or authority regarding these matters: hiring of employees, all training (except as provided in this Article 6 below) and implementation of security or alarm systems or procedures for the TJC Bakery and the Licensed Premises.

6:2 MANAGEMENT TRAINING

- A. Franchisee must at all times employ at least one designated operations person, and if required, a manager, in the Licensed Business who has satisfactorily completed and been certified in, the training program specified in the Manual, or a comparable training program approved in advance by Arby's in its sole discretion. In addition, further or refresher-training programs, as specified by Arby's, in the future may be required by Arby's for Franchisee's managers, designated operations persons, or other employees. Franchisee shall pay all costs incurred in complying with the training requirements. Franchisee may be required to purchase training films or other instructional materials from Arby's from time to time, as set forth in the then current Manual.
- B. You agree that it is necessary to the continued operation of businesses under the TJC System and the TJC Bakery that any manager, or designated operations person of the TJC Bakery and other TJC Bakery personnel receive the training as specified in the Manual or as we may otherwise require, and accordingly agree as follows:
 - (1) Prior to commencing operations of the TJC Bakery ("Opening Date"), a designated operations person, and, if required, a manager, shall complete, to our satisfaction, our initial training program. Training course and instructional materials will be made available to you and you will assure that the designated operations person and, if required, the manager completes the training at the TJC Bakery or such other location designated by us. These individuals must be tested on the training materials and be certified prior to the opening of the TJC Bakery. We shall determine, in our sole discretion, whether each designated operations person and manager has satisfactorily completed initial training. If the training program is not satisfactorily completed by any designated operations person or manager or other designated operations person required to be trained, or if we, in our reasonable business judgment based upon the performance of such person(s), determine that the training program cannot be satisfactorily completed by any or all of these person(s), you agree to immediately designate a replacement designated operations person and/or manager to complete the initial training.

- (2) If the initial training program is not satisfactorily completed by the designated operations person, manager or other designated operations person (or their replacement(s)) or if we determine that the training program cannot be satisfactorily completed by such person(s), we will not execute this Agreement and will not issue clearance for the TJC Bakery to open.
- (3) Our designee, or we will provide instructional and training materials for the initial training program at no additional charge to you. We will provide counseling and assistance to you, the manager and any designated operations person regarding the training courses and materials. Any additional TJC Bakery personnel may be required by us to complete, to our satisfaction, our initial training program. We reserve the right to impose a training fee for any such additional initial training programs. You will be responsible for all expenses incurred by you and your trainees in any initial training program including costs of travel, lodging, meals and wages.
- (4) We will make available to you supervision and consultation regarding the TJC Bakery opening from corporate and/or field personnel trained to provide such consultation and supervision before the opening of the TJC Bakery. We do not anticipate that any on-site supervision or assistance will be provided, however, we may provide such assistance in our discretion. Except as otherwise provided in this Agreement, you are responsible for training all TJC Bakery personnel other than your manager and designated operations person in accordance with the specifications and standards regarding such training described in the Manual or otherwise in writing by us.
- (5) You may use only training materials provided by us for training your personnel unless you first have submitted the materials to us for our review and we have approved the materials in writing. We have the right to withhold approval on any training materials for which you have requested approval and to deny the use of any training materials we have previously approved. Any training materials that you or your personnel develop will be our sole property, and we may use the materials and permit other franchisees to use the materials without any payment to you.

ARTICLE 7. PRODUCT STANDARDS

7.1 ACKNOWLEDGMENT OF STANDARDS

- A. Franchisee understands and acknowledges that uniform and high standards of quality, service and appearance among all TJC Bakeries are necessary in order to maintain T.J. Cinnamons public image and widespread consumer acceptance. Therefore, Franchisee shall prepare, sell and dispense only the TJC Products and/or TJC Beverages specified in the then-current Manual, as modified or revised from time to time by Arby's. In connection with such food and beverage products, Franchisee shall use only those cups, containers, napkins, uniforms, paper goods and other packaging, supplies or items that are specified in the Manual, as modified or revised from time to time by Arby's.
- B. To ensure that the highest degree of quality, cleanliness, appearance and service is maintained, you agree to operate the TJC Bakery in strict conformity with such methods, standards and specifications as we may from time to time prescribe in the Manual or

otherwise in writing. You further agree:

- (1) To sell and offer for sale only the menu items, products and services that have been expressly approved for sale, in writing, by us; to refrain from deviating from our standards and specifications without our prior written consent; and to discontinue selling and offering for sale any coffees other than T. J. Cinnamons branded coffees or other TJC Branded Beverages approved for use in this Alternate Channel location, and any other menu items, products or services which we may, in our discretion, disapprove in writing at any time; and
- (2) Upon request from Arby's, Franchisee shall permit us, our representatives and agents, at any reasonable time, to remove, or Franchisee shall furnish Arby's with, samples of any food or beverage products or other supplies or non-food items, whether or not bearing T.J. Cinnamons' names or marks, used by Franchisee in the Licensed Business, to determine whether such samples meet our then current standards and specifications. You may be required to bear the cost of this testing.

7:1:1 APPROVAL OF PRODUCTS

If Franchisee desires to sell any food products or beverages as part of the TJC Bakery other than the TJC Products and/or TJC Beverages authorized for sale, Franchisee must request, in writing, permission from Arby's to do so. Arby's may approve or deny any such request in its sole discretion. Franchisee shall not sell or dispense any products unless and until they have been approved by Arby's and Arby's has adopted and published its standard specifications and names therefore.

7:2 PURCHASE OF ITEMS

Franchisee may purchase the items specified in Article 7:1 above, or components or ingredients thereof, and any equipment or signs used in the Licensed Business, from any source approved by Arby's and only through Approved Distributors. As specified in Article 3:1, Arby's will receive a Product Fee on all TJC Products and/or TJC Beverages purchased by Franchisee from Arby's Approved Suppliers. Arby's may receive profits or commissions on any sales made directly by Arby's to Franchisee.

7:2:1 APPROVAL OF SUPPLIER/DISTRIBUTOR

If Franchisee desires to purchase any of the items specified in Article 7:1 above, or components or ingredients thereof, and/or any equipment or signs for use in the Licensed Business, from a supplier or distributor who has not been approved by Arby's, Franchisee may request in writing approval by Arby's of such supplier or distributor. Arby's may approve such proposed supplier or distributor if in Arby's sole judgment and discretion the proposed supplier or distributor can meet and maintain Arby's specifications, standards and requirements. In making any such request, Franchisee at its expense shall furnish Arby's with adequate samples of the items for which approval is being requested or, if that is not feasible, with copies of descriptions, specifications and pictures of such items and/or other information Arby's may require. Franchisee shall not sell, dispense or use any such items unless and until Arby's has given written notice of approval to Franchisee. Nothing contained herein shall be construed to require Arby's to approve an unreasonable number of suppliers or distributors for any particular item or service.

7:2:2 CHARGE FOR APPROVAL

As a condition precedent to approving or disapproving any request for a new or additional supplier or distributor, Arby's reserves the right to charge the proposed supplier or distributor the reasonable costs and expenses incurred by Arby's in evaluating and investigating any such request.

7:2:3 NO INTENTION TO LIMIT SOURCES

Nothing contained in this Agreement shall be construed as an attempt by Arby's to limit the sources from which Franchisee may procure supplies, equipment, services or other items. Arby's reserves the right, in considering any request for a new or additional supplier and/or distributor of any items or service, to refuse approval to an unreasonable number of suppliers and/or distributors for any particular item or service.

ARTICLE 8. VARIATION OF TERMS

8:1 DIFFERING LICENSE AND FRANCHISE AGREEMENTS

Franchisee understands and acknowledges that other Franchisees of Arby's may be granted License or Franchise Agreements at different times and in different situations, or by type of agreement due to channels that are different as to type, size, and capability of distribution. Franchisee acknowledges that the provisions of such agreements may vary substantially from those contained in this Agreement and that Franchisee's obligations hereunder may differ substantially from those of other Franchisees.

8:2 VARYING REQUIREMENTS

Arby's reserves the right in its sole discretion to vary its specifications, standards and operating practices and requirements among Franchisees, including, without limitation, those relating to building, equipment, signage, operations and TJC Products and/or TJC Beverages. Arby's may impose such variations to address differing or unique circumstances or for other reasons Arby's, in its sole discretion, deems good and sufficient, such as different type, size or capability of the TJC Bakery Alternate Channel facility, or the required number and variety of TJC; products and/or TJC Beverages offered in various Alternate Channel TJC Bakeries. Franchisee understands and acknowledges that such variations may lead to different costs or obligations among Franchisees.

ARTICLE 9. ADVERTISING AND MARKETING

9:1 ACKNOWLEDGMENT OF ROLE OF ADVERTISING

Franchisee understands and acknowledges that marketing, advertising and promotional activities are essential to the furtherance of the goodwill and public image of businesses operating under the TJC System, including, without limitation, the Licensed Business.

9:1:1 REQUIRED EXPENDITURE, LOCAL ADVERTISING

Franchisee shall spend, at a minimum, One thousand dollars (\$1,000) annually for advertising in Franchisee's local market area to promote the TJC Bakery. "Local market area" will be an area, determined by us, which encompasses the Licensed Premises.

You must submit to us an advertising expenditure report accurately reflecting such expenditures, as described in Article 3:1, including invoices, cancelled checks or other documents relating to the expenditure. Expenditures that you incur in any of the following will not be included in your expenditure requirements on Local Advertising for the purposes of this Section 9:1:1: (1) incentive programs for your employees or agents, including the cost of honoring any coupons distributed in connection with such programs; (2) research expenditures; (3) food or coupon discounts incurred in any promotion; (4) salaries and expenses of any of your employees, including salaries or expenses for attendance at advertising meetings or activities; (5) charitable, political or other contributions or donations; (6) press parties or other expenses of publicity; (7) seminar and educational costs and expenses of your employees; and (8) specialty merchandise items or promotional items such as cups, mugs and caps, T-shirts, and so forth, unless these items are part of any authorized market-wide advertising program that has been

approved by us.

9:1:2 ADVERTISING AND PROMOTIONAL SERVICES FUND

We reserve the right to establish and administer an advertising and promotional service fund for the purpose of advertising the TJC System on a local, regional and/or national basis (the "Fund") in our sole discretion. If a Fund is established by Arby's, Arby's may choose to allocate, in its sole discretion, a portion of the Product Fee received from the supplier on purchases of TJC Products and/or TJC Beverages to the Fund, but Arby's is not obligated to establish a fund or to allocate any monies received from the Product Fee to the Fund.

You agree that if a Fund is established by us, it will be maintained and administered by our designee or us as follows:

- (1) We will direct all advertising programs and have sole discretion to approve or disapprove the creative concepts, materials and media used in these programs and their placement and allocation. You agree and acknowledge that the Fund, if established, is intended to maximize general public recognition and acceptance of the TJC System. In administering the Fund, our designees and we undertake no obligation to make expenditures for you, or to ensure that you or any particular franchisee benefits directly or pro rata from the placement of any advertising program we may choose to place. If established, the Fund shall be maintained in a separate account by us and shall be operated solely as a conduit for collecting and expending contributions, if any.
- (2) If established, we have the right to incorporate the Fund or cause it to be operated through a separate entity. Any successor entity will have all of the rights and obligations of the Fund described in this Article 9.
- (3) We may terminate the Fund that may be established. The Fund will not be terminated, however, until all monies in the Fund have been expended for advertising or promotional purposes for the TJC System.
- (4) We have the right to require you to contribute to the Fund, if established, based on the then-current advertising rates generally applicable to the TJC System. You agree to execute such documents as may be necessary in connection with the establishment, contributions and administration of the Fund.

9:1:3 WEBSITE ADVERTISING

Franchisee specifically acknowledges and agrees that any Website (as defined below) will be deemed advertising under this Agreement, and will be subject to (among other things) Arby's approval under this Article 9:1:3. (As used in this Agreement, the term "Website" means an interactive electronic document, contained in a network of computers linked by communications software, that the Franchisee operates or authorizes others to operate and that refers to the TJC Bakery, the TJC Proprietary Marks, Arby's, and/or the TJC System. The term Website includes, but is not limited to, Internet and World Wide Web home pages.) In connection with any Website, Franchisee agrees to the following:

- (1) Before establishing the Website, Franchisee shall submit to Arby's a sample of the Website format and information in the form and manner Arby's may reasonably require.
- (2) Franchisee shall not establish or use the Website without Arby's prior written approval.
- (3) In addition to any other applicable requirements, Franchisee shall comply with Arby's standards and specifications for Websites as prescribed by Arby's from time to time in the Manual or otherwise in writing. If required by Arby's, Franchisee shall establish its Website as part of Arby's Website and/or establish electronic links to Arby's Website.
- (4) If Franchisee proposes any material revision to the Website or any of the information contained in the Website, Franchisee shall submit each such revision to Arby's for Arby's prior written approval as provided above.

9:2 ARBY'S APPROVAL

You may, without offset or deduction to the amounts payable to the Fund, if established, or monies you spend on Local Advertising, create or produce your own advertising or promotional campaign within your Local marketing area. However, all advertising and promotion by you in any medium shall be conducted in a dignified manner and shall conform to our standards and requirements as set forth in the Manual or otherwise in writing. All advertising and promotional materials, signs, decorations, paper goods (including menus and all forms and stationery) and other items used to advertise or promote the TJC Products and/or TJC Beverages, the TJC Bakery or the TJC System must bear the TJC Proprietary Marks in the form, color, location and manner prescribed by us. You must obtain our prior approval of all advertising and promotional plans and materials if such plans and materials have not been prepared by us or previously approved by us during the six months before their proposed use. You must submit such unapproved plans and materials to us and we will approve or disapprove such plans and materials within 15 days of our receipt thereof. You must not use such unapproved plans or materials until we have approved them, and you must promptly discontinue use of any advertising or promotional plans or materials, whether or not previously approved, upon notice from us. Any such approval by us of such advertising and promotional plans or materials shall be effective for six (6) months after the date of such approval. At the end of such six- (6) month period, we will have the right to require that you discontinue the use of such plans and materials as set forth above.

9:3 USE OF PHOTOGRAPHS

Arby's shall have the right to take and use photographs of Franchisee's facilities in any of Arby's publicity or advertising, without charge therefor, and Franchisee shall cooperate in obtaining such photographs and the consent of any persons photographed.

ARTICLE 10. TRADEMARK STANDARDS

10:1 LICENSE

Franchisee acknowledges that Arby's and/or its affiliates are the sole owners of the TJC Proprietary Marks, and of all the goodwill relating thereto, and that the same shall at all times be and remain the sole and exclusive property of Arby's. Franchisee also acknowledges that

Franchisee, by reason of this Agreement or otherwise, has not acquired any right, title, interest or claim of ownership in the TJC Proprietary Marks. The use by Franchisee of the TJC Proprietary Marks and any and all goodwill arising from such use shall inure solely to the benefit of Arby's and/or its affiliates and shall be deemed to be the sole property of Arby's and/or its affiliates in the event of the termination of this Agreement for any reason. Upon termination of this Agreement for any reason, any and all rights in and to any of the TJC Proprietary Marks granted to Franchisee hereunder shall terminate automatically. Franchisee at no time will contest ownership of the TJC Proprietary Marks or the rights or goodwill associated with them. Nothing contained in this Agreement shall be construed to prevent Arby's and/or its affiliates from licensing any other person or entity to use the TJC Proprietary Marks anywhere (i) except at the Licensed Premises or (ii) after the later of termination or expiration of this Agreement.

We reserve the right to add or substitute different trade names, service marks, trademarks, symbols, logos, emblems and indicia of origin for the TJC Proprietary Marks for use in identifying the TJC System and the businesses operating thereunder if the current TJC Proprietary Marks no longer can be used, or if we, in our sole discretion, determine that the addition or substitution of different trade names, service marks, trademarks, symbols, logos, emblems and indicia of origin will be beneficial to the TJC System. In this event, we may require you to discontinue or modify your use of any of the TJC Proprietary Marks or to use one or more additional or substitute trade names, service marks, trademarks, symbols, logos, emblems and indicia, of origin. We will reimburse you for your direct out-of-pocket expenses incurred in such change up to a maximum amount of \$2,000.

10:2 USE OF TRADEMARKS

- A. Unless previously approved in writing by Arby's, Franchisee shall not use any other mark or name alone or in connection with the TJC Proprietary Marks in the operation of the Licensed Business and shall not permit the name "T.J. Cinnamons" or any of the TJC Proprietary Marks to be used by others. In addition, Franchisee shall not display any sign, use any advertising materials or media, or engage in any advertising or promotional programs using the TJC Proprietary Marks that may adversely affect Arby's or be detrimental to its good name and reputation, or adversely affect any other businesses licensed by Arby's. Franchisee shall not do anything in any way, directly or indirectly, at any time during the term of this Agreement or thereafter, to infringe upon, impair, harm or contest Arby's rights, title and interest in or to the TJC Proprietary Marks.
- B. You agree that:
- (1) You shall use only the TJC Proprietary Marks designated by us and shall use them only in the manner authorized and permitted by us. Any unauthorized use of the TJC Proprietary Marks shall constitute an infringement of the rights of the owner of the TJC Proprietary Marks and shall be a material default under Article 14 of this Agreement;
 - (2) You will use the TJC Proprietary Marks only for the operation of the TJC Bakery and only at the Licensed Premises or in advertising related to the TJC Bakery and only during the term of this Agreement. You may not advertise for sale any of the TJC Products or TJC Beverages on any Website or use any of the TJC Proprietary Marks on any Website without our prior written consent. You agree to cease use of the TJC Proprietary

Marks immediately on the termination or expiration of this Agreement and to take appropriate action to remove the TJC Proprietary Marks from the Licensed Premises and to cancel any advertising relating to your use of the TJC Proprietary Marks;

- (3) Unless otherwise authorized or required by us, you shall operate and advertise the TJC Bakery only under the name T.J. CINNAMONS® without prefix or suffix but may, subject to our approval, utilize the TJC Proprietary Marks in proximity to the marks of the Existing Business;
- (4) During the term of this Agreement, you shall identify yourself as the owner of the TJC Bakery in a written notice of such content and form and at such conspicuous locations on the TJC Bakery Licensed Premises as we may designate in writing;
- (5) You shall not use the TJC Proprietary Marks to incur any obligation or indebtedness on our behalf; and
- (6) You shall comply with our instructions in filing and maintaining any requisite trade name or fictitious name registrations and shall execute any documents deemed necessary by us or our counsel to obtain protection for the TJC Proprietary Marks or to maintain their continued validity and enforceability.

10:3 ADVERTISING

If Arby's determines in its sole judgment or discretion that any advertising or promotional programs or materials used or planned by Franchisee are directly or indirectly injurious or prejudicial to Arby's or any of its franchisees or violate this Article 10, Franchisee shall cease such advertising or promotion immediately upon notification from Arby's.

10:4 USE OF TRADEMARKS IN BUSINESS NAME

Franchisee shall not use the TJC Proprietary Marks or any other trademarks, service marks or trade names confusingly similar thereto in its corporate, partnership or other business name.

10:5 TRADEMARK INFRINGEMENT

Franchisee shall give notice in writing to Arby's of any infringement of the TJC Proprietary Marks or misappropriation of any rights of Arby's which shall come to Franchisee's attention or knowledge at any time and, when requested, shall cooperate with Arby's in stopping any such infringement or misappropriation. Arby's shall decide the need for instituting legal action with respect to any infringement that may occur, and the cost of any such litigation shall be paid by Arby's. No legal action for infringement or unfair competition relative to any proprietary rights of Arby's may be taken or defended by Franchisee without the consent of Arby's, and Arby's alone shall have the right to control and direct any such action or defense. You agree to execute all instruments and documents, give such assistance and do such acts and things as may, in the opinion of our counsel, be necessary to protect our interests in any such litigation or Patent and Trademark Office or other proceeding, or to otherwise protect and maintain our interest in the TJC Proprietary Marks. We will indemnify you against and reimburse you for all damages for which you are held liable in any proceeding arising out of your use of any of the TJC Proprietary

Marks, provided that your conduct with respect to such proceeding and use of the TJC Proprietary Marks is in compliance with the terms of this Agreement.

ARTICLE 11. FRANCHISEE'S FINANCIAL RESPONSIBILITIES

11:1 FRANCHISEE AN INDEPENDENT BUSINESS ENTITY

Franchisee at all times shall be a separate and independent business entity, and neither Franchisee nor any of its employees, agents or representatives expressly or by implication shall be deemed to be an employee, agent, joint venturer, subsidiary, partner or representative of, or in a fiduciary relationship with Arby's, or be authorized or empowered to create any claim, debt or obligation on behalf of Arby's or in any way bind Arby's. During the term of this Agreement, you agree to hold yourself out to the public as an independent contractor operating the TJC Bakery under a franchise from us. Arby's will require Franchisee to display public signs indicating that it is an independent business entity and/or may require Franchisee to give such notification in all of its letters, stationery and business forms.

You agree that nothing in this Agreement authorizes you to make any contract, agreement, warranty or representation on our behalf, or to incur any debt or other obligation in our name, and that we will not assume liability as a result of any such action; nor will we assume any liability for any act or omission of you in the operation of the TJC Bakery or for any claim or judgment arising therefrom.

11:2 ARBY'S NOT GUARANTOR

Franchisee assumes sole responsibility for the operation of the Licensed Business and acknowledges that, while Arby's may furnish advice and assistance to Franchisee from time to time during the term of this Agreement, Arby's has no legal or other obligation to do so. In addition, Franchisee acknowledges that Arby's does not guarantee the success or profitability of the Licensed Business in any manner whatsoever and shall not be liable therefore: in particular, Franchisee understands and acknowledges that the success and profitability of the Licensed Business depend on many factors outside the control of either Arby's or Franchisee (such as interest rates, unemployment rates, demographic trends and the general economic climate), but principally depend on Franchisee's efforts in the operation of the Licensed Business.

11:3 PAYMENT OF OBLIGATIONS

Franchisee shall pay promptly all suppliers, vendors, and distributors for all TJC Products and TJC Beverages, and other inventory necessary for the operation of the TJC Bakery, all advertising and Point of Purchase ("POP") materials and invoices, taxes, assessments, penalties and interest which may be assessed against the Licensed Business or any of the assets thereof, all liens and encumbrances of every kind and nature which may be placed against the Licensed Business and any of the assets thereof, and all undisputed accounts and debts of every kind which may be incurred in the operation of the Licensed Business.

11:4 INSURANCE

Franchisee shall obtain and thereafter keep in full force and effect at Franchisee's expense, public liability insurance, covering the Licensed Business and the Licensed Premises, naming Arby's and the other Indemnitees (as such term is defined in Section 11:5 of this Agreement) as additional insureds, and provide Arby's with a certificate of such insurance, and all renewals

thereof. Insurance shall be placed with a responsible insurance company licensed to do business in the state in which the Licensed Premises are located and having a Best's insurance rating of at least "A" with a FSC (Financial Size Category) of "XI". Franchisee's choice of an insurance company is subject to prior approval by Arby's. The policy shall provide coverage on an occurrence basis for personal injury, bodily injury, property damage, product liability and contractual liability in an amount not less than One Million Dollars (\$1,000,000.00). Arby's shall have the right, at any time during the term of this Agreement upon notice to Franchisee, to increase the minimum amount of insurance required to be carried by Franchisee hereunder. The policy shall provide that it will not be canceled or materially altered without the insurance company first giving Arby's notice at least ten (10) days before any such cancellation or alteration shall become effective. Proof that all of the above requirements have been met must be sent to Arby's before Franchisee may open the Licensed Business. If the insurance policy's term is shorter than the term of this Agreement, proof of renewal of the policy must be sent to Arby's ten (10) days before the policy's expiration date. If Franchisee shall fail to comply with any of the requirements of this Article 11:4, and after notice has been given by Arby's to Franchisee, Arby's may obtain such insurance and Franchisee shall pay Arby's the cost thereof plus a reasonable administrative fee designated by Arby's.

11:5 INDEMNIFYING ARBY'S

Franchisee shall protect, defend, indemnify and save and hold Arby's Brands, Arby's, Inc. Triarc Companies, the parents, affiliates and subsidiaries of each such entity, their officers, directors, owners, agents, employees, attorneys and accountants, (the foregoing entities and persons referred to collectively as the "Indemnitees") harmless from and against any and all fines, claims, costs, expenses (including attorneys fees and court costs), demands, damages, actions, causes of action and other liabilities of every kind and nature arising or resulting directly or indirectly from the operation of the Licensed Business (including the use of products or materials specified or approved by Arby's), the construction or occupancy of the Licensed Premises, the use or operation of any fixtures and equipment, the sale of any products or the existence of this Agreement. Franchisee shall notify Arby's of any and all such matters as soon as Franchisee becomes aware of them. Unless otherwise required by any applicable insurance contract, Arby's shall have the exclusive right to control and direct the legal activities associated with any such action through counsel retained and compensated by it if that action is deemed by Arby's in its sole discretion to be potentially damaging to other franchisees, other licensed restaurants, or the Arby's system, its business, public image or goodwill generally. Franchisee agrees that the terms of this Section 11:5 shall survive the termination, expiration or transfer of this Agreement or any interest herein.

ARTICLE 12. FRANCHISEE COVENANTS

12:1 COVENANT NOT TO COMPETE

Franchisee covenants that, during the term of this Agreement, and also for a period of twelve (12) months after expiration or termination of this Agreement for any reason, and in addition to and not as a limitation of any other restriction upon Franchisee contained herein, neither Franchisee, nor any partner of Franchisee if Franchisee is a partnership, nor any shareholder holding at least a fifteen percent (15%) interest if Franchisee is a corporation, shall, without prior written permission of Arby's, either directly or indirectly, for himself, or on behalf of or in conjunction with any other person, persons, partnership or corporation, own, maintain, engage in, manage or have a controlling interest or, in any event, a fifteen percent (15%) or greater interest, in any

business which is the same as or similar to the Licensed Business, including any business that operates or franchises bakeries or similar retail outlets specializing in gourmet cinnamon rolls or both gourmet cinnamon rolls, baked goods and branded coffees. A business that offers gourmet cinnamon rolls and branded coffees includes (by way of example only and not by limitation) such present concepts commonly known as Cinnabon® and Starbucks Coffee®* Company but not Einstein Bros. Bagels®* Company.

12:2 CONFIDENTIALITY

At all times both during the term of this Agreement and after expiration or termination of this Agreement for any reason, and in addition to and not as a limitation of any other restriction upon Franchisee contained herein, Franchisee (and if a corporation or partnership, its shareholders, directors and officers or partners, as individuals) shall not divulge, disclose or otherwise communicate, either directly or indirectly, to any other person or entity any confidential information or knowledge concerning the TJC Products, TJC Beverages and/or the TJC System or matters set forth in the Manual except as required in connection with the operation of the Licensed Business, and shall take reasonable measures to protect the confidentiality thereof.

ARTICLE 13. DURATION AND NEW FRANCHISE AGREEMENT

13:1 TERM

Except as otherwise provided in this Agreement, the term of this Agreement shall commence upon the effective date of this Agreement ("Commencement Date"), and shall expire at the earlier of: (i) ten (10) years from the Commencement Date of this Agreement; or (ii) the expiration or earlier termination of the agreement relating to the operation of the Existing Business Agreement (as defined in Section 13:2 below). The commencement and expiration dates of this Agreement are as specified in Attachment A (the "Term"),

Deleted: ("Commencement Date")

Deleted: Commencement D

Deleted: The commencement and expiration dates of this Agreement are as specified in Attachment A (the "Term").

13:2 NEW FRANCHISE AGREEMENT

Franchisee acknowledges that there is no promise or assurance that a successor franchise agreement (a "New Franchise Agreement") will be granted to Franchisee upon expiration of this Agreement.

Prior to the expiration of the term of this Agreement, Franchisee may request, in writing, that Arby's issue a New Franchise Agreement with respect to the Licensed Business for one additional term of ten (10) years, which successor term, if granted, will begin upon the expiration of the initial term, and will expire at the earlier of: (i) ten (10) years from the end of the initial term, unless sooner terminated; or (ii) the expiration or earlier termination of the lease, franchise or license or other agreement for the Existing Business (the "Existing Business Agreement"), subject to the following conditions:

- (a) Franchisee at the expiration date of this Agreement and within twelve (12) months prior thereto shall not be or have been in default in the performance of any material obligation under this Agreement;
- (b) Franchisee shall have modernized or contracted to modernize the Licensed Business (i.e., the TJC Bakery only in accordance with Arby's approval) (as defined in Article 1, Section A of this Agreement) including facility, building, signs, equipment, furnishings and decor, so as to reflect the then-current image of TJC Bakeries;

- (c) Franchisee shall have made written application to Arby's for such New Franchise Agreement at least one hundred and twenty (120) days prior to the expiration date and shall have executed and returned to Arby's for final approval and execution the New Franchise Agreement at least thirty (30) days prior to the expiration date; and
- (d) Franchisee shall have tendered to Arby's the then current Franchise Fee specified in the New Franchise Agreement applicable to TJC Bakeries for Alternate Channels, at least thirty (30) days prior to the expiration date of this Agreement;
- (e) If applicable, Franchisee shall have been granted a successor, renewal or extension of your Existing Business Agreement for the operation of the Existing Business, which successor, renewal or extension must include a consent from any and all franchisors, licensors, landlords, lessors and/or owners and other third parties of the Existing Business that have control, oversight or approval rights of your operation of the Existing Business to include the operation of a TJC Bakery within your Existing Business;
- (f) Execute a general release with respect to this TJC Bakery only, in a form prescribed by us, of all claims against us, our parents, subsidiaries, and affiliates, and their respective officers, directors, shareholders, partners, employees, servants, representatives, independent contractors and agents, in their corporate and individual capacities, arising under this Agreement and under any federal, state and local laws, rules and ordinances with respect to this Agreement; and
- (g) Comply with our then-current qualification and training requirements. The New Franchise Agreement to be issued to Franchisee shall be the then-current Arby's standard form TJC Bakery Franchise Agreement for Alternate Channels and may contain terms and conditions substantially different from those contained herein, including without limitation different and/or increased fees and required royalty and advertising contributions, duration and renewal terms.

ARTICLE 14. DEFAULT AND TERMINATION

14:1:1 AUTOMATIC TERMINATION WITHOUT NOTICE

At any time during the term of this Agreement, this Agreement shall terminate automatically, without any notice or action required by Arby's: upon the insolvency of Franchisee or, unless otherwise prohibited by law, upon the filing by Franchisee of any proceedings under the Bankruptcy Act or any Chapter thereof or Amendment thereto, or any similar state insolvency act; upon the filing of an involuntary petition against Franchisee under any such laws that is not dismissed within thirty (30) days after filing; if Franchisee shall make a general assignment for the benefit of creditors; if a receiver shall be appointed by any court for Franchisee; if within thirty (30) days after any execution, attachment or other creditor's process shall issue against Franchisee or any of Franchisee's assets, the same shall not be released and discharged; if Franchisee shall discontinue or abandon operation of the Licensed Business; if Franchisee assigns or transfers or attempts to assign or transfer any interest in the Licensed Business or this Agreement without prior written approval from Arby's or if the requirements of Article 15 otherwise are violated.

14:1:2 IMMEDIATE TERMINATION UPON NOTICE

At any time during the term of this Agreement, this Agreement shall terminate upon Arby's giving notice to Franchisee: if Franchisee's right of possession of the Licensed Premises shall be terminated at any time for any cause whatsoever, except as provided in Article 15:5 below; if Franchisee violates or is convicted of violating any state or federal law or any administrative regulation applicable to the operation of the Licensed Business; if Franchisee fails to submit any information when requested to do so or submits false or misleading information (this applies without limitation to the information submitted in connection with this Agreement and to monthly sales reports); if Franchisee duplicates any portion of the TJC System or know-how; if Franchisee violates any of the covenants in Article 12 if Franchisee denies or obstructs or restricts Arby's right to inspect the Licensed Business, receive samples for testing or examine any of the Franchisee's business records; if, in Arby's reasonable judgment, the continued operation of the Licensed Business will result in imminent danger to public health or safety; if you have two or more defaults of the same Article of this Agreement in which you have been given notice of default and an opportunity to cure the same occurring within the a twelve (12) month period, the repeated defaults will be deemed good cause for immediate termination, without providing you the opportunity to cure the default even if you have commenced to cure the default or have cured the default; or if Franchisee fails to timely cure any default under, or is subject to immediate termination without opportunity to cure pursuant to its Existing Business Agreement.

14:1:3 TERMINATION UPON NOTICE AND FAILURE TO CURE DEFAULT

At any time during the term of this Agreement, this Agreement shall terminate upon Franchisee's failure to commence cure immediately after notice by Arby's or upon failure to cure fully to Arby's satisfaction within thirty (30) days after such notice: if Franchisee fails at any time to fully comply with any clause of this Agreement or fails to operate the Licensed Business strictly in accordance with the current Manual; or if Franchisee acts in any way that damages or reflects unfavorably upon Franchisee's business, the business of other Arby's franchisees operating TJC Bakeries or the TJC System generally.

14:1:3A GOVERNING LAW SUPERSEDES

To the extent that certain provisions of this Agreement provide for periods of notice or termination, cancellation or non-renewal that are not consistent with applicable law, then to the extent that these provisions are not consistent with applicable law, they will not be effective, and we will comply with applicable law in each of these matters.

14:1:4 TERMINATION: DELINQUENT FEES, AND OTHER CHARGES

At any time during the term of this Agreement, this Agreement shall terminate upon Arby's giving notice thereof to Franchisee, in the event Franchisee shall default in prompt and full payment of the Product Fees, supplier, vendor, distributor and advertising and marketing POP invoices or bills, or any taxes, assessments, penalties and interest which may be assessed against the Licensed Business, or any other sums or charges payable hereunder, and shall fail or refuse for any reason to cure such default within ten (10) days after Arby's gives notice thereof to Franchisee and demands payment.

14:1:5 TERMINATION: CASUALTY

At any time during the term of this Agreement, this Agreement shall terminate upon Arby's giving notice thereof to Franchisee in the event the Licensed Premises shall be rendered inoperable by any casualty and Franchisee shall not restore the Licensed Premises to full operation within a reasonable period of time, but not more than one hundred eighty (180) days from the date of such casualty loss, except as provided in Article 15:4 below.

14:1:6 TERMINATION: BY FRANCHISEE

At any time during the term of this Agreement, the Franchisee may terminate this Agreement for any reason whatsoever by giving thirty (30) days written notice of termination to Arby's. The Franchisee shall continue to be responsible for prompt and full payment of the Product Fees, advertising expenditures, and any other sums and charges due through the effective date of termination.

14:2 NON-WAIVER OF RIGHTS

The waiver by Arby's of any particular default by Franchisee hereunder shall not be deemed to be a waiver of, nor affect or impair, Arby's rights in respect of any subsequent default of the same or of a different nature. Any delay, forbearance or omission by Arby's to act or to give notice of default or to exercise any power or right arising by reason of such default hereunder shall not be deemed to be a waiver by Arby's of any right hereunder or of the right subsequently to give notice of such default and shall not affect or impair Arby's rights hereunder concerning such default or any subsequent breach or default.

14:3 TERMINATION OF RIGHTS

Upon termination of this Agreement for any reason, all of Franchisee's rights and privileges hereunder shall cease immediately and Franchisee shall immediately cease operating or using, or permitting to be used or operated, anywhere in any manner, and whether directly or indirectly:

- (a) the TJC Proprietary Marks;
- (b) all advertising and promotional materials and programs, menu boards, signs, supplies, uniforms or other items bearing the TJC Proprietary Marks;
- (c) the TJC Products, TJC Beverages and the TJC System;
- (d) the Manual; and
- (e) the TJC Bakery design.

Upon such termination for any reason, Franchisee forthwith shall return the Manual to Arby's and Franchisee immediately shall remove all signs and distinctive TJC Proprietary designs so that the premises do not resemble any TJC Bakery; if this is not done promptly to Arby's satisfaction, Arby's may enter and make such changes as it deems necessary, at Franchisee's expense, without incurring any liability.

14:4 INJUNCTIVE RELIEF AND RECOVERY COSTS

In addition to the right to terminate this Agreement, Arby's shall have all other rights and remedies at law and in equity for breach by Franchisee of the terms and conditions of this Agreement, including the right to injunctive relief for any violation, or attempted or threatened any such terms and conditions. Franchisee shall reimburse Arby's for its costs and expenses, including reasonable attorneys' fees, incurred in the exercise of Arby's rights and remedies under this Agreement.

14:5 ARBY'S OPTION TO CURE

Arby's shall have the right, but not the obligation, at its election, and in addition to all other remedies, to cure at Franchisee's expense any default by Franchisee under any lease or sublease for the Licensed Premises or under any agreement pertaining to the lease or rental of, or payment of indebtedness on, any fixtures, equipment or other personal property used by Franchisee in the Licensed Business; in such event, Franchisee shall pay Arby's any such payments made pursuant hereto.

ARTICLE 15. SALE OF BUSINESS OR TRANSFER OF FRANCHISE AGREEMENT

15:1 SALE OR TRANSFER RESTRICTED

Franchisee shall not sell, assign, transfer, pledge, mortgage or otherwise encumber this Agreement, or any interest herein, or the Licensed Business or any substantial portion of the assets thereof, in any manner, nor permit the Licensed Business to be operated, managed, directed or controlled, directly or indirectly, by any person or entity other than Franchisee, without the prior written approval of Arby's, except as otherwise provided in this Article. If a corporation or partnership, Franchisee hereby represents and warrants to Arby's that the statement of its legal composition attached hereto, as **Attachment C** is true and complete as of the date hereof. Franchisee shall not cause or permit any change to be made in its legal composition, admit any additional partner or partners, or issue any shares of its stock to be sold, transferred, pledged or assigned, after execution of this Agreement, without the prior written approval of Arby's.

15:2 APPROVAL BY ARBY'S

Arby's will not unreasonably withhold its approval under this Article 15:

- (a) if the prospective new partner or shareholder or transferee shall be of good character and reputation and shall have a good credit rating and competent business experience, education and other qualifications acceptable to Arby's;
- (b) if the prospective new partner or shareholder or transferee shall execute an appropriate Assignment of this Agreement (or if a transfer of stock or partnership interest, appropriate covenant not to compete) with Arby's on the standard forms then being used by Arby's provided that if the requested transfer involves fifty percent (50%) or more of the assets of the Licensed Business or fifty percent (50%) or more of the ownership interest of or in Franchisee if a partnership or corporation (including step or related transfers occurring within twenty four (24) months), Franchisee shall execute in substitution for this Agreement Arby's then current-standard form Franchise Agreement (revised to provide for the fees applicable to TJC Bakeries for

Alternate Channels and other then-current ancillary agreements as Arby's may require for a term expiring on the date of expiration of this Agreement, which substitute Franchise Agreement may contain terms and conditions substantially different from this Agreement;

- (c) if Franchisee shall have fully paid or satisfied all of Franchisee's obligations to Arby's at that time;
- (d) if the prospective new partner or shareholder or transferee shall have completed satisfactorily any and all training requirements then prescribed by Arby's in its sole discretion;
- (e) the transferor and, if an existing franchisee of ours, the transferee, shall have executed a general release, in a form prescribed by us, of all claims against us and our parents, our subsidiaries, our affiliates and our respective officers, directors, shareholders, partners, employees, servants, representatives and agents, in their corporate and individual capacities, arising under this Agreement and under any federal, state and local laws, rules and ordinances with respect to this Agreement.

In the event of an assignment or transfer of this Agreement or any interest herein which has been approved by Arby's, Franchisee (and if a corporation or partnership, then the individual shareholders, directors, and officers or partners and each of them) shall nevertheless continue and remain obligated under and subject to the restrictions contained in Article 12 above.

15:3 SALE OR TRANSFER TO FAMILY MEMBERS

The restrictions imposed by Article 15:1 above shall not be applicable to the sale, assignment, transfer or pledge of less than majority control of the Licensed Business or less than fifty percent (50%) of the assets thereof (or if Franchisee is a corporation, less than majority control of Franchisee's stock therein) to family members or family trusts of the stockholder(s). Arby's will not require approval hereunder of transfers of all or any part of the Licensed Business, of all or any part of its assets (or if Franchisee is a corporation, all or any part of the stock in said corporation) by devise or bequest or by operation of the laws of descent and distribution upon the death of Franchisee (or if Franchisee is a corporation, upon the death of any stockholder thereof).

15:4 CASUALTY OR LOSS

Notwithstanding any other provisions herein to the contrary, Franchisee shall have the right to transfer this Agreement from the Licensed Premises to a new location in the event the Licensed Premises shall be rendered inoperable by any casualty, or the Licensed Premises shall be taken in condemnation or by eminent domain, or the principal highway access to the Licensed Premises shall be terminated or so changed as to substantially reduce access to the Licensed Premises, provided Franchisee notified Arby's thereof within thirty (30) days of the occurrence of any of the foregoing events, Franchisee obtains a new location for the Licensed Business within twelve (12) months of such occurrence, such new location is approved in writing in advance by Arby's, and Franchisee removes all signs and distinctive T.J. Cinnamons designs so that the abandoned premises do not resemble a TJC Bakery.

15:5 TRANSFER FEE

For all transfers, sales, assignments or pledges that require Arby's approval under this Article, there shall be a fee of One Thousand Dollars (\$1,000). This fee shall be paid upon submission of the request for approval, and no approval shall be given until the fee is paid. Arby's may in its sole discretion agree to waive part of the fee if a substantial number of TJC Bakeries are sold, transferred or assigned as part of the same transaction.

ARTICLE 16. RIGHT TO USE MODIFICATIONS OR CHANGES

Arby's shall have a non-exclusive right to use and incorporate in its national system for its own and/or its other franchisees' or licensees' benefit all or any part of any modifications, changes, or improvements developed or discovered by Franchisee or Franchisee's employees or agents in the Licensed Business without any liability or obligation therefore to Franchisee or any other person or entity.

ARTICLE 17. NOTICE

Any and all notices, demands, or communications required to be given hereunder shall be in writing and sent by a recognized overnight delivery or express service that provides evidence of delivery or attempted delivery (e.g. Fed Ex; Airborne) to Arby's Brands, LLC, Attention: General Counsel, 1000 Corporate Drive, Fort Lauderdale, Florida 33334, and by facsimile to (954) 351-5619. All notices shall be sent to Franchisee at * _____, or to such other addresses as either party may hereafter provide to the other as a notice or principal address. Any notice, demand, or communication shall be deemed given as of the date of delivery or attempted delivery. Franchisee must notify Arby's of and maintain a street address for the purposes of all notices required hereunder, and shall provide Arby's with current facsimile and phone numbers and addresses in order to maintain current notice and contact information.

ARTICLE 18. DIVISIBILITY OF PROVISIONS

The provisions of this Agreement are divisible, and the invalidity or unenforceability of any provision or provisions contained herein shall not in any way affect the validity or enforceability of any other provisions hereof, or the validity of this Agreement without the invalid or unenforceable provision or provisions; provided, however, that in the event any court should determine that any provision in this Agreement is not valid or enforceable as written, Franchisee and Arby's agree that such provision shall be amended so that it is enforceable to the fullest extent permissible under the laws and public policies of the jurisdiction in which enforcement is sought unless in Arby's sole discretion the invalid or unenforceable provision is so crucial to the overall Franchise Agreement that no amendment is satisfactory, in which event Arby's at its election may terminate the Agreement upon payment to Franchisee of an amount equal to the initial Franchise Fee, without interest or penalty.

ARTICLE 19. FRANCHISEE'S ACKNOWLEDGMENTS

Franchisee understands and acknowledges that there are significant risks in any business venture and that the primary factor in Franchisee's success or failure in the Licensed Business will be Franchisee's own efforts. Franchisee represents and warrants that it has significant experience in the food service business, and that Franchisee has fully investigated and analyzed the proposed business and the proposed investment in the TJC Bakery Franchise. In addition, Franchisee acknowledges that Arby's and its representatives have made no representations to Franchisee other than or inconsistent with the matters set forth in the Franchise Offering Circular provided to Franchisee and that Franchisee has undertaken this

venture solely in reliance upon the matters set forth in the Franchise Offering Circular and Franchisee's own independent investigation of the merits of this venture.

ARTICLE 20. MISCELLANEOUS

20:1 BENEFIT/BINDING EFFECT

When executed by both parties, this Agreement shall be binding on and shall inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

20:2 GOVERNING LAW

This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of Florida, U.S.A., unless those laws would nullify any portion of this Agreement while the whole Franchise Agreement would be enforceable under the laws of that state in which the Licensed Premises are located, in which case the laws of that state shall govern. Additionally, the terms of this Section 20:2 shall not invoke any jurisdiction of any franchise, business opportunity or similar law if such law would not be applicable by its terms.

20:3 CHOICE OF FORUM

The parties agree that to the extent any disputes arise that cannot be resolved directly between the parties, franchisee shall file any suit against Arby's only in the Federal or State court having jurisdiction where Arby's principal office is then located. Arby's may file suit in the Federal or State court in the jurisdiction where franchisee resides or does business, or where the licensed premises are or were located or where the claim arose. Franchisee irrevocably submits to the jurisdiction of any such court and waives any objection it may have to either the jurisdiction or venue of any such court.

20:4 TABLE OF CONTENTS AND CAPTIONS

The Table of Contents and captions of this Agreement are inserted only as a matter of convenience and for reference, and in no way define, affect, limit, or describe the scope or intent of this Agreement.

20:5 DEFINITION: TERMINATION OF AGREEMENT

Whenever used in this Agreement, the phrase "termination of this Agreement for any reason" includes without limitation termination, cancellation, or expiration of this Agreement without issuance of a New Franchise Agreement.

20:6 ENTIRE AGREEMENT

This Agreement and the Attachments hereto constitute the entire agreement between the parties and shall not be modified except by a written document executed by both parties.

THIS AGREEMENT is hereby executed by Arby's and the Franchisee effective on the date indicated

on the first page of this Agreement.

WITNESS:

ARBY'S BRANDS, LLC

By: _____
Name
Title

WITNESS:

FRANCHISEE:

By: _____
Name
Title

In consideration of the execution by Arby's of the accompanying Franchise Agreement and acknowledging that the undersigned will benefit directly or indirectly from the execution thereof, the undersigned, being all of the shareholders, directors, and officers of Franchisee (if Franchisee is a corporation), or all of the limited and general partners of Franchisee (if Franchisee is a general or limited partnership), intending to be legally bound hereby, do hereby execute this Franchise Agreement for the purpose of binding and obligating themselves to the terms and provisions of Articles 12:1 and 12:2 of the Franchise Agreement in the manner provided for therein.

**[SEE NEXT PAGE FOR SIGNATURES OF ALL SHAREHOLDERS,
DIRECTORS, OFFICERS, OR PARTNERS]**

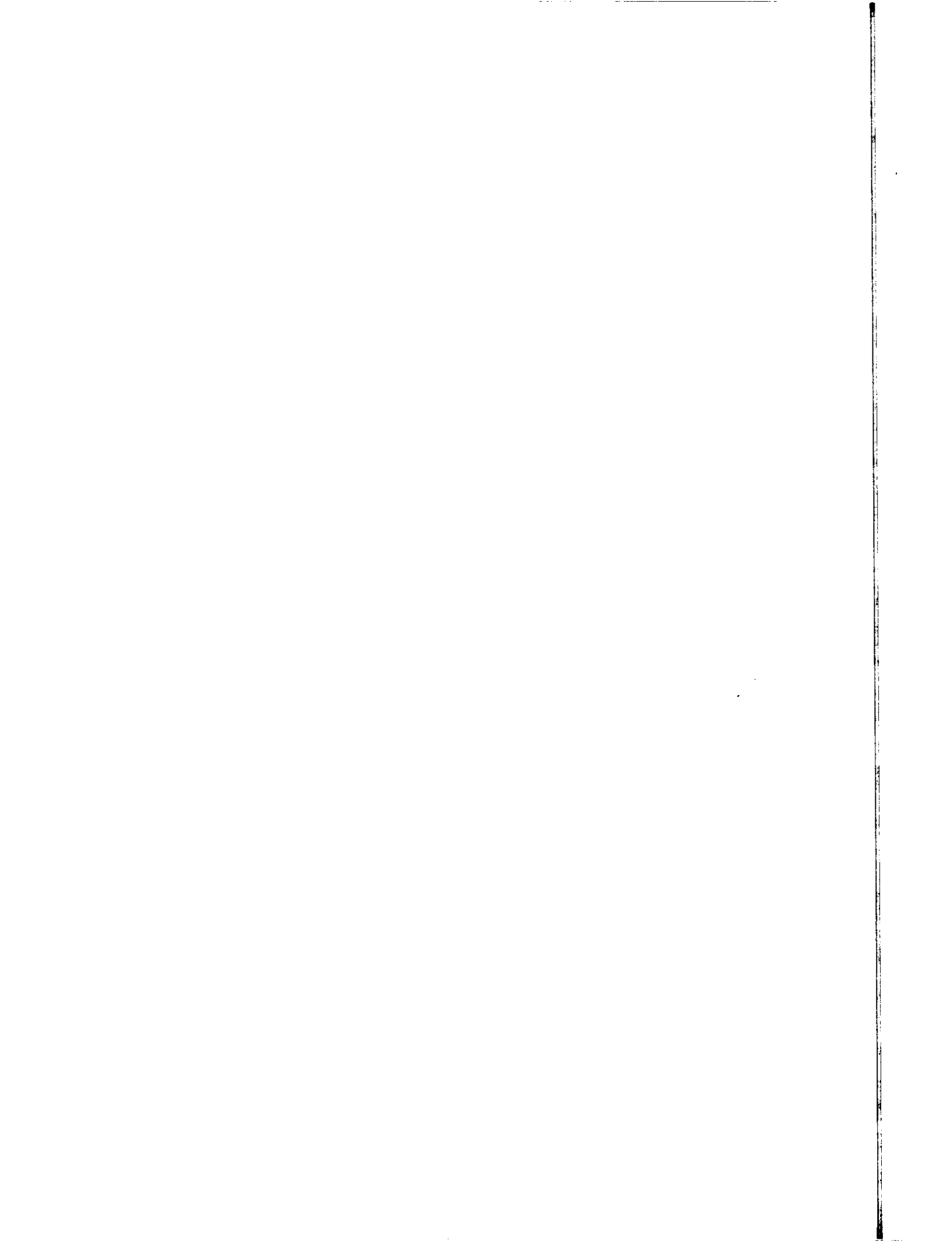
**Cinnabon is a Registered Trademark of Cinnabon, Inc.; *Starbucks Coffee is a Registered Trademark of Starbucks Corporation; Einstein Bros. is a Registered Trademark of Einstein/Noah Bagel Corp.*

I/WE hereby acknowledge that we understand that the Licensed Business may not be operated, managed, directed or controlled directly or indirectly by any person or entity other than Franchisee, without the prior written approval of ARBY'S I/WE further acknowledge that after execution of the Franchise Agreement, Franchisee shall not cause or permit any change to be made in its legal composition, admit any additional member, partner or partners, or issue any shares of its stock to be sold, transferred, pledged or assigned, except as described in the Franchise Agreement.

SIGNATURES OF ALL SHAREHOLDERS, DIRECTORS, OFFICERS, OR PARTNERS:

Shareholders:

Officers, Directors and/or Partners:



AMENDMENT TO FRANCHISE AGREEMENT

The **T.J. Cinnamons® Signature Bakery Franchise Agreement** entered into as of the ___ day of _____, 200___, by **ARBY'S BRANDS, LLC** ("ARBY'S") and the undersigned as "Franchisee" with respect to TJC Signature Bakery No. ___ is hereby amended as follows by mutual agreement of the parties in compliance with the Illinois Franchise Disclosure Act, 815 ILSC 705/1 thru 705/44:

- 1. The second sentence of **Article 19** is modified to delete the following language:

"In addition, Franchisee acknowledges that Arby's and its representatives have made no representations to Franchisee other than or inconsistent with the matters set forth in the Franchise Offering Circular provided to the Franchisee and that"

- 2. **Article 20:2** is amended to include the following:

"To the extent required by applicable Illinois law, this section shall not in any way abrogate or reduce any rights of the franchisee as specifically provided in the Illinois Franchise Disclosure Act, 815 ILSC 705/1 thru 705/44."

- 3. **Article 20.3** is amended to include the following:

"To the extent required by applicable Illinois law, this section shall not in any way abrogate or reduce any rights of the franchisee as specifically provided in the Illinois Franchise Disclosure Act, 815 ILSC 705/1 thru 705/44."

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

Witness:

ARBY'S BRANDS, LLC

By: _____

Name

Title

Witness:

FRANCHISEE:

By: _____

Name

Title

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ADDENDUM TO FRANCHISE AGREEMENT

This Addendum to Franchise Agreement is entered into this ____ day of _____, 200__, by and between **ARBY'S BRANDS, LLC** ("Arby's") and _____ ("Franchisee") with respect to the TJC Signature Bakery No. _____ to amend the **T.J. CINNAMONS SIGNATURE BAKERY FRANCHISE AGREEMENT** ("Agreement"), pursuant to the requirements of the Indiana Deceptive Franchise Practices Law, as follows:

1. The laws of the State of Indiana supersede any provisions of the Franchise Agreement or Florida law if such provisions are in conflict with Indiana law.
2. No release language set forth in the Franchise Agreement will relieve the franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Indiana.
3. The prohibition by Indiana Code 23-2-2.7-1(7) against unilateral termination of the franchise without good cause or in bad faith, good cause being defined therein as a material breach of the franchise agreement, shall supersede the provisions of **Article 15** in the State of Indiana to the extent they may be inconsistent with such prohibition.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum Agreement and consents to be bound by all of its terms, and agrees it shall become effective as of the date first above written.

WITNESS

ARBY'S BRANDS, LLC

Name
Title

WITNESS

FRANCHISEE:

Name
Title

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ADDENDUM TO FRANCHISE AGREEMENT

This Addendum to Franchise Agreement is entered into by and between ARBY'S BRANDS, LLC and _____ ("Franchisee") with respect to TJC Signature Bakery No. _____ to amend the T.J. Cinnamons® Signature Bakery Franchise Agreement, as required by the State of Maryland, as follows:

1) Article 13:2 (f) and Article 15:2 (e) are hereby deleted. Pursuant to COMAR 02.02.08.16L, the general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2) The second sentence of Article 19 is hereby modified to delete the following language:

"In addition, Franchisee acknowledges that Arby's and its representatives have made no representations to Franchisee other than or inconsistent with the matters set forth in the Franchise Offering Circular provided to the Franchisee and that"

3) The following language is hereby added to the original language that appears under Article 20.3:

"To the extent required by applicable law, this section shall not in any way abrogate or reduce any rights of Franchisee as provided for under Title 14 of the Maryland Franchise Registration and Disclosure Law, including the right of Franchisee to submit matters to the jurisdiction of the courts of Maryland."

4) The following is added to Article 20, as 20:7, STATUTE OF LIMITATION:

Any and all claims and actions arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the franchise.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum and agrees to be bound by all of its terms and conditions, the parties agree this Addendum shall become effective on the ___ day of _____, 200__.

WITNESS:

ARBY'S BRANDS, LLC

Name
Title

WITNESS:

FRANCHISEE:

Name
Title

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ADDENDUM TO FRANCHISE AGREEMENT

This Addendum Agreement is entered into by and between **ARBY'S BRANDS, LLC** ("Arby's") and _____ ("Franchisee") with respect to the TJC Signature Bakery No. _____ to amend the **T.J. Cinnamons® Signature Bakery Franchise Agreement** ("Agreement"), pursuant to the requirements of the Minnesota Franchise Disclosure Laws, Chapter 80C.01 to 80C.22, as follows:

1. **Article 10, Trademark Standards**, is hereby supplemented by the addition of the following language thereto:

"The State of Minnesota considers it unfair to not protect the Franchisee's rights to use the trademarks. Therefore, in accordance with Minnesota Stat. §80C.12, Subd. 1(g), Arby's will protect your right to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name."

2. **Article 14, Default and Termination**, is hereby amended by the addition of the following language to the original language that appears therein:

"Minnesota Law provides franchisees with certain Termination and non-renewal rights. Minnesota Stat. §80C.14, Subd. 3, 4, and 5 require, except in certain specified cases, that a franchisee be given ninety (90) days notice of termination (with sixty (60) days to cure) and one hundred eighty (180) days notice for non-renewal of the Franchise Agreement."

3. **Article 14.4, Injunctive Relief and Recovery Costs**, the following language is added to the first sentence between the words "to" and "injunctive":

"seek, but not necessarily entitled to"

4. **Article 15:2, Approval By Arby's**, is hereby amended by the addition of the following language to the original language that appears therein:

"Minnesota Rule 2860.4400D prohibits Arby's from requiring you to assent to a general release. In addition, to the extent required by applicable Minnesota law, no provision which is inconsistent with the Minnesota law, shall in any way abrogate or reduce any of your rights as provided for in Minnesota Statutes, 1984, Chapter 80C, including your rights to submit matters to the jurisdiction of the courts of Minnesota."

6. **Articles 20:2, Governing Law and 20:3, Choice of Forum**, is hereby amended by the addition of the following language to the original language that appears therein:

"Minnesota Statutes §80C.21 and Minnesota Rule 2860.4400J prohibit Arby's from requiring litigation to be conducted outside Minnesota. In addition, nothing in the agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction."

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum Agreement and consents to be bound by all of its terms, and agrees it shall become effective the ____ day of _____, 200__.

WITNESS

WITNESS

ARBY'S BRANDS, LLC

Name

Title

FRANCHISEE:

Name

Title

ADDENDUM TO FRANCHISE AGREEMENT

This Addendum Agreement is entered into by **Arby's Brands, LLC** ("Arby's") and the _____ ("Franchisee") with respect to the TJC Signature Bakery No. _____ to amend the **T.J. CINNAMONS SIGNATURE BAKERY FRANCHISE AGREEMENT** ("Agreement") as required by the State of North Dakota as follows:

- 1. **Article 12.1, Covenant Not to Compete**, is hereby amended by the addition of the following language to the original language that appears therein:

"Covenants restricting competition in the State of North Dakota may be subject to Section 9-08-06 of the North Dakota Century Code."

- 2. **Article 13:2 (f)** is hereby deleted in its entirety in order to comply with the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

- 3. **The first sentence of Article 20:2, Governing Law**, is hereby deleted in its entirety, and the following language is substituted therefor.

"This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of North Dakota, U.S.A."

- 4. **Article 20:3, Choice of Forum**, is hereby deleted in its entirety.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms, and agrees it shall become effective the ___ day of _____, 200__.

WITNESS:

ARBY'S BRANDS, LLC

Name
Title

WITNESS:

FRANCHISEE:

Name
Title

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AMENDMENT TO FRANCHISE AGREEMENT

The **T.J. Cinnamons® Signature Bakery Franchise Agreement** ("Agreement") entered into as of the ____ day of _____, 200__, by **ARBY'S BRANDS, LLC** ("Arby's") and _____ ("Franchisee"), with respect to TJC Signature Bakery No. _____, is hereby amended as follows by mutual agreement of the parties in compliance with the Rhode Island Franchise Investment Act, Stat. 19-28.1-14:

1. **Article 20:2** is amended to include the following: "To the extent required by applicable Rhode Island law, this section shall not in any way abrogate or reduce any rights of the franchisee as specifically provided in the Rhode Island Franchise Investment Act, Stat. 19-28.1-14."

2. **Article 20.3** is amended to include the following: "To the extent required by applicable Rhode Island law, this section shall not in any way abrogate or reduce any rights of the franchisee as specifically provided in the Rhode Island Franchise Investment Act, Stat. 19-28.1-14."

Witness:

ARBY'S BRANDS, LLC

By: _____
Name
Title

Witness:

FRANCHISEE:

By: _____
Name
Title

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ADDENDUM TO FRANCHISE AGREEMENT

The State of Washington has a Statute, RCW 19.100.180, which may supersede the franchise agreement in your relationship with the franchisor, including the areas of termination and renewal rights of your franchise. There may also be court decisions that may supersede the franchise agreement in your relationship with the franchisor, including the areas of termination and renewal by the franchisor.

In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the State of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

A release or waiver of rights executed by the franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those that unreasonably restrict or limit the statute of limitations period for claims under the Act, such as rights to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they may reflect the franchisor's reasonable, estimated, or actual costs in effecting a transfer.

The undersigned does hereby acknowledge receipt of this addendum.

Dated this ___ day of _____, 200__.

Arby's Brands, LLC

By: _____
Authorized Representative

Franchisee

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ADDENDUM TO FRANCHISE AGREEMENT

This Addendum Agreement entered into by **ARBY'S BRANDS, LLC** ("Arby's") and _____ ("Franchisee") with respect to TJC Signature Bakery No. _____ to amend the **T.J. Cinnamons® Signature Bakery Franchise Agreement** ("Agreement"), as required by the State of Wisconsin to include the following:

"Chapter 135, Stats., of the Wisconsin Fair Dealership Law, supercedes any provisions of the applicant's franchise contract or agreement inconsistent with that Law. Therefore, to the extent certain provisions of the Agreement are inconsistent with the Law, those provisions shall not in any way abrogate or reduce your rights as Franchisee as provided for in the Wisconsin Statutes, including the right to submit matters to the jurisdiction of the courts of Wisconsin."

IN WITNESS WHEREOF, each of the undersigned hereby acknowledge having read this Addendum to Franchise Agreement and consents to be bound by all of its terms, and agrees it shall become effective the ___ day of _____, 200__.

WITNESS:

ARBY'S BRANDS, LLC

Name
Title

Witness:

FRANCHISEE:

Name
Title

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