UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of Report (Date of earliest event reported) February 19, 2019

Carrols Restaurant Group, Inc.
(Exact name of registrant as specified in its charter)

Delaware	001-33174	16-1287774
(State or other jurisdiction of incorporation or organization)	(Commission File Number)	(I.R.S. Employer Identification No.)

968 James Street Syracuse, New York	13203
(Address of principal executive office)	(Zip Code)

Registrant's telephone number, including area code (315) 424-0513

N/A
(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the to use the extended transition period for complying with any new or revised financial accounting registrant has elected not standards provided pursuant to Section 7(a)(2)(B) of the Securities Act. ☐

ITEM 1.01. ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT.

The Merger Agreement

On February 19, 2019, Carrols Restaurant Group, Inc. ("Carrols"), Carrols Holdco Inc., a wholly owned subsidiary of Carrols ("NewCRG"), GRC MergerSub Inc., a wholly owned subsidiary of NewCRG ("Carrols Merger Sub"), and GRC MergerSub LLC, a wholly owned subsidiary of NewCRG ("Carrols CFP Merger Sub") entered into an Agreement and Plan of Merger (the "Merger Agreement") with Cambridge Franchise Partners, LLC ("CFP"), Cambridge Franchise Holdings, LLC, a wholly owned subsidiary of CFP ("Cambridge Holdings"), and New CFH, LLC, a wholly owned subsidiary of Cambridge Holdings ("New CFH"), pursuant to which Carrols has agreed to purchase the business of the subsidiaries of Cambridge Holdings, which includes 166 Burger King® restaurants, 55 Popeyes® restaurants, six convenience stores and certain real property through (i) a merger of Carrols Merger Sub and Carrols with Carrols as the surviving entity which will result in Carrols becoming a wholly-owned subsidiary of NewCRG (the "Holding Company Reorganization") and (ii) the merger of Carrols CFP Merger Sub and New CFH with New CFH as the surviving entity (the "Cambridge Merger" and, together with the Holding Company Reorganization, the "Mergers"), in consideration of shares of common stock, par value $0.01 per share of NewCRG ("NewCRG Common Stock") equal to 19.9% of the outstanding shares of NewCRG Common Stock calculated immediately prior to the issuance of NewCRG Common Stock to Cambridge Holdings (the "NewCRG Investor Shares") and 10,000 shares of Series C Convertible Preferred Stock, per value $0.01 per share, of NewCRG (the "NewCRG Series C Preferred Stock"). The consummation of the Cambridge Merger is subject to certain conditions, including, among other things (a) the expiration or termination of all waiting periods under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder ("HSR Approval"), (b) the effectiveness of the Registration Statement (as defined below) relating to the Holding Company Reorganization, (c) approval for listing on the NASDAQ Stock Market LLC ("NASDAQ") of the shares of NewCRG Common Stock and shares of NewCRG Common Stock that may be issuable upon conversion of the NewCRG Series C Preferred Stock, subject to official notice of issuance, (d) the receipt of third party consents, and (e) other customary closing conditions. The Merger Agreement may be terminated, among other things, (i) by mutual consent of Carrols and Cambridge Holdings, (ii) by Carrols or Cambridge Holdings upon a breach of a representation and warranty in the Merger Agreement by the other which has not been cured or (iii) if the closing of the transaction has not occurred on or prior to June 15, 2019. The Merger Agreement contains certain representations and warranties and covenants as specified therein, including such provisions as are customary for a transaction of this nature.

The foregoing description of the transaction and the Merger Agreement does not purport to be complete and is qualified in its entirety by reference to the Merger Agreement, which is attached hereto as Exhibit 2.1 and is incorporated by reference herein.

NewCRG Series C Convertible Preferred Stock

In connection with the closing of the Cambridge Merger, NewCRG will issue to Cambridge Holdings, 10,000 shares of NewCRG Series C Preferred Stock pursuant to a Certificate of Designations (the "Certificate of Designations") which will be filed with the Delaware Secretary of State immediately prior to the completion of the Mergers. The New CRG Series C Preferred Stock shall (i) accrue a dividend (the "Dividend") of 9% per annum (accrued on a daily basis) that will be payable by increasing the Stated Value (as defined in the Certificate of Designations) per share of NewCRG Series C Preferred Stock every six months from the date of issuance (a "Dividend Payment Date"), provided that if the NewCRG Series C Preferred Stock is converted into NewCRG Common Stock prior to a Dividend Payment Date, any accrued and unpaid dividend since the date of the prior Dividend Payment Date shall be forfeited upon conversion, (ii) be subject to certain restrictions limiting the conversion of NewCRG Series C Preferred Stock and the issuance of shares of NewCRG Common Stock upon conversion (the "Issuance Restriction"), as further described below, (iii) be initially (on the Effective Time, as defined in the Merger Agreement) convertible into a number of shares of NewCRG Common Stock equal to the quotient of (1) the difference of (A) the Equity Consideration Amount and (B) the product of (x) the number of NewCRG Investor Shares and (y) 13.5 and (2) 13.5, subject to adjustment pursuant to certain anti-dilution provisions set forth in the Certificate of Designations and (iii) be automatically convertible into shares of NewCRG Common Stock upon Stockholder Approval (as defined below). The "Equity Consideration Amount" means the difference of (a) $200,000,000 and (b) the amount, if any, by which Net Debt (as defined in the Merger Agreement) exceeds $115,000,000. Pursuant to the Merger Agreement, the removal of the Issuance Restriction will be subject to obtaining the approval of NewCRG's stockholders at its next annual meeting of stockholders to be held after the closing of the transaction or at subsequent meetings of stockholders, if necessary, until the approval of NewCRG's stockholders is obtained (the "Stockholder Approval"). The NewCRG Series C Preferred Stock will rank senior to the NewCRG Common Stock and NewCRG's Series B Convertible Preferred Stock with respect to (i) any voluntary or involuntary liquidation, dissolution or winding-up of NewCRG, (ii) the consummation of a merger or consolidation in which the stockholders of NewCRG prior to such transaction own less than a majority of the voting securities of (a) the entity surviving or resulting from such transaction or (b) if the surviving or resulting entity is a wholly owned subsidiary of another corporation or entity immediately following such transaction, the parent corporation or entity of such surviving or resulting entity, or (iii) the sale, distribution or other disposition of all or substantially all of NewCRG's assets (on a consolidated basis). In addition, the NewCRG Series C Preferred Stock will receive dividends on an as converted basis without regard to the Issuance Restriction.

The prior consent of holders of at least a majority of the shares of NewCRG Series C Preferred Stock then outstanding is required to, among other things, (i) (A) authorize, create, designate, establish or issue an increased number of shares of NewCRG Series C Preferred Stock or any other class or series of capital stock ranking senior to or on parity with the NewCRG Series C Preferred Stock as to dividends or upon liquidation or (B) reclassifying any shares of NewCRG Common Stock into shares of capital stock having preference or priority as to dividends or upon liquidation senior to or on parity with such preference or priority of the NewCRG Series C Preferred Stock, (ii) amend the Certificate of Designations or (iii) amend NewCRG's organizational documents in a manner adverse to the rights, powers or preferences of the NewCRG Series C Preferred Stock or holders of NewCRG Series C Preferred Stock in their capacity as such.

The foregoing description of the NewCRG Series C Preferred Stock does not purport to be complete and is qualified in its entirety by reference to the form of Certificate of Designations, which is attached hereto as Exhibit 4.1 and is incorporated by reference herein.

Holding Company Reorganization

Pursuant to the Merger Agreement, immediately prior to the completion of the Cambridge Merger, Carrols will implement the Holding Company Reorganization, which will result in NewCRG owning all of the capital stock of Carrols. NewCRG will initially be a direct, wholly owned subsidiary of Carrols. Pursuant to the Holding Company Reorganization, Carrols Merger Sub, a newly formed entity and a direct, wholly owned subsidiary of NewCRG and an indirect, wholly owned subsidiary of Carrols, will merge with and into Carrols, with Carrols surviving as a direct, wholly owned subsidiary of NewCRG. Each share of Carrols common stock, par value $0.01 per share ("Carrols Common Stock"), issued and outstanding immediately prior to the Holding Company Reorganization will automatically be exchanged into an equivalent corresponding share of NewCRG Common Stock, having the same designations, rights, powers and preferences and the qualifications, limitations and restrictions as the corresponding share of Carrols Common Stock being converted. Each share of Carrols Series B Convertible Preferred Stock, par value $0.01 per share (the "Carrols Series B Convertible Preferred Stock"), issued and outstanding immediately prior to the Holding Company Reorganization will automatically be exchanged into an equivalent corresponding share of NewCRG Series B Convertible Preferred Stock, par value $0.01 per share, having the same designations, rights, powers and preferences and the qualifications, limitations and restrictions as the corresponding share of Carrols Series B Convertible Preferred Stock being converted. Accordingly, upon consummation of the Holding Company Reorganization, Carrols' current stockholders will become stockholders of NewCRG.

The Holding Company Reorganization will be conducted pursuant to Section 251(g) of the General Corporation Law of the State of Delaware, which provides for the formation of a holding company through a merger without a vote of the stockholders of the constituent corporations. Effective upon the consummation of the Holding Company Reorganization, NewCRG will adopt an amended and restated certificate of incorporation and amended and restated bylaws that are identical to those of Carrols immediately prior to the consummation of the Holding Company Reorganization, except for the change of the name of the corporation as permitted by Section 251(g). Furthermore, the conversion will occur automatically without an exchange of stock certificates. Stock certificates previously representing shares of a class of Carrols stock will represent the same number of shares of the corresponding class of NewCRG stock after the Holding Company Reorganization. Each person entered as the owner in a book entry that, immediately prior to the Holding Company Reorganization, represented any outstanding shares of Carrols Common Stock shall be deemed to have received an equivalent number of shares of NewCRG Common Stock. Following the consummation of the Holding Company Reorganization, the name of NewCRG will be changed to "Carrols Restaurant Group, Inc.", the name of Carrols will be changed to "Carrols Holdco Inc.", and shares of NewCRG Common Stock will continue to trade on the NASDAQ Global Market under the Carrols' symbol "TAST".

Upon consummation of the Holding Company Reorganization, the directors and officers of New CRG will be the same individuals who are the directors and officers of Carrols immediately prior to the Holding Company Reorganization.

Area Development and Remodeling Agreement

Carrols LLC, an indirect wholly-owned subsidiary of Carrols, Carrols and Burger King Corporation ("BKC") have entered into an Area Development and Remodeling Agreement (the "Area Development Agreement") which will be subject to the closing of the transactions contemplated by the Merger Agreement, and effective and have a term commencing on, the date of the closing of the transactions contemplated by the Merger Agreement and ending on September 30, 2024. Pursuant to the Area Development Agreement, Burger King will assign to Carrols LLC its right of first refusal under its franchise agreements with its franchisees to purchase all of the assets of a Burger King restaurant or all or substantially all of the voting stock of the franchisee, whether direct or indirect, on the same terms proposed between such franchisee and a third party purchaser (the "ROFR"), in 16 states, which include Arkansas, Indiana, Kentucky, Louisiana, Maine, Maryland, Michigan, Mississippi, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Tennessee, Vermont and Virginia (subject to certain exceptions for certain limited geographic areas within certain states) (collectively, the "DMAs") until the date that Carrols LLC has acquired more than an aggregate of 500 Burger King Restaurants. The continued assignment of the ROFR is subject to suspension or termination in the event of non-compliance by Carrols LLC with certain terms as set forth in the Area Development Agreement. In addition, pursuant to the Area Development Agreement, BKC will grant Carrols LLC franchise pre-approval (the "Franchise Pre-Approval") to build new Burger King restaurants or acquire Burger King restaurants from Burger King franchisees in the DMAs until the date that Carrols LLC acquires, in the aggregate, more than 500 Burger King restaurants ("New Restaurant Growth") inside or outside of the DMAs. The grant by BKC to Carrols LLC of Franchise Pre-Approval to develop new Burger King restaurants in the DMA's is a non-exclusive right, subject to customary BKC franchise, site and construction approval as specified in the Area Development Agreement. Carrols LLC will pay BKC $3.0 million for the ROFR payable in equal quarterly payments.

Pursuant to the Area Development Agreement, Carrols LLC will agree to open, build and operate 200 new Burger King restaurants including 7 Burger King restaurants by September 30, 2019, 32 additional Burger King restaurants by September 30, 2020, 41 additional Burger King restaurants by September 30, 2021, 41 additional Burger King restaurants by September 30, 2022, 40 additional Burger King restaurants by September 30, 2023 and 39 additional Burger King restaurants by September 30, 2024, subject to and in accordance with the terms of the Area Development Agreement. In addition, Carrols LLC will agree to remodel or upgrade 748 Burger King restaurants to BKC's Burger King of Tomorrow restaurant image, including 90 Burger King restaurants by September 30, 2019, 130 additional Burger King restaurants by September 30, 2020, 118 additional Burger King restaurants by September 30, 2021, 131 additional Burger King restaurants by September 30, 2022, 138 additional Burger King restaurants by September 30, 2023 and 141 additional Burger King restaurants by September 30, 2024, subject to and in accordance with the terms of the Area Development Agreement and which will include a contribution by BKC of $10 million to $12 million for upgrades of approximately 50 to 60 Burger King restaurants in 2019 and 2020 where BKC is the landlord on the lease for such Burger King restaurants owned and operated by Carrols LLC or an affiliate.

On October 1 of each year following the commencement date of the Area Development Agreement, Carrols LLC will pay BKC pre-paid franchise fees in the following amounts which will be applied to new Burger King restaurants opened and operated by Carrols LLC: (a) $350,000 on the commencement date of the Area Development Agreement, (b) $1,600,000 on October 1, 2019, (c) $2,050,000 on October 1, 2020, (d) $2,050,000 on October 1, 2021, (e) $2,000,000 on October 1, 2022 and (f) $1,950,000 on October 1, 2023.

The Area Development Agreement when effective, will supersede the Operating Agreement dated as of May 30, 2012, as amended, between Carrols LLC and BKC.

The foregoing description does not purport to be complete and is qualified in its entirety by reference to the form of Area Development Agreement, which is attached hereto as Exhibit 10.1 and is incorporated by reference herein.

Commitment Letter

In connection and concurrently with Carrols' entry into the Merger Agreement, Carrols entered into a commitment letter (the "Commitment Letter") with Wells Fargo Bank, National Association ("Wells Fargo Bank"), and Wells Fargo Securities, LLC ("Wells Fargo Securities"), pursuant to which Wells Fargo Bank committed to provide $500.0 million in debt financing (the "Financing") to NewCRG.

Pursuant to which and subject to the satisfaction or waiver of the conditions set forth in the Commitment Letter, Wells Fargo Bank has committed to provide to NewCRG, substantially contemporaneously with the consummation of the Mergers, senior secured credit facilities in an aggregate principal amount of $500.0 million, consisting of (i) a term loan B facility in an aggregate principal amount of $400.0 million (the "Term Loan B Facility") and (ii) a revolving credit facility (including a sub-facility for standby letters of credit) in an aggregate principal amount of $100.0 million (the "Revolving Credit Facility" and, together with the Term Loan B Facility, the "Senior Credit Facilities"), all on the terms set forth in the Commitment Letter. Wells Fargo Securities will act as sole lead arranger and sole bookrunner for the Senior Credit Facilities.

The proceeds of the Term Loan B Facility will be used to refinance the existing indebtedness of (i) Carrols and (ii) New CFH and its subsidiaries, in each case, to the extent provided in the Commitment Letter (collectively, the "Refinancing") and the payment of fees and expenses in connection with the transactions contemplated by the Merger Agreement and the Commitment Letter (the "Transactions"). The proceeds of the Revolving Credit Facility will be used to finance (i) the Refinancing, (ii) the payment of fees and expenses incurred in connection with the Transactions and (iii) ongoing working capital and for other general corporate purposes of NewCRG and its subsidiaries, including permitted acquisitions and required expenditures under development agreements.

Wells Fargo Securities intends to secure commitments for the Senior Credit Facilities from a syndicate of banks, financial institutions and other entities identified by Wells Fargo Securities in consultation with NewCRG. Notwithstanding the foregoing, the successful syndication of the Senior Credit Facilities does not constitute a condition precedent to the funding thereof.

Borrowings under the Senior Credit Facilities will bear interest, at NewCRG's election, at a rate per annum equal to (i) the Base Rate (as defined in the Commitment Letter) plus 2.75% or (b) LIBOR (as defined in the Commitment Letter) plus 3.75%. The Financing also will be subject to certain fees, including arrangement fees, upfront fees, agent fees, unused commitment fees and mandatory prepayment premiums.

All borrowings under the Term Loan B Facility will be made in a single drawing on the closing date of the Mergers. Repayments and prepayments of the Term Loan B Facility may not be re-borrowed. Regularly scheduled principal payments will be required on the Term Loan B Facility, as set forth in the Commitment Letter. The Term Loan B Facility will amortize in equal quarterly installments in an aggregate annual amount equal to 1% of the original principal amount of the Term Loan B Facility with the remainder due on the Term Loan B Facility maturity date. The Term Loan B Facility will mature five years after the closing date, while the Revolving Credit Facility Loan will mature seven years after the closing date.

As contemplated by the Commitment Letter, loans under the Senior Credit Facilities may be prepaid and unused commitments under the Revolving Credit Facility may be reduced at any time, in whole or in part, at the option of the NewCRG, upon notice and in minimum principal amounts and in multiples to be agreed upon, without premium or penalty (except as set forth in the Commitment Letter). Any optional prepayment of the Term Loan B Facility or any incremental term loan facility will be applied as directed by NewCRG.

The Commitment Letter provides that subject to certain customary exceptions, exclusions, limitations and thresholds to be set forth in the definitive documentation related to the Senior Credit Facilities, (a) the Senior Credit Facilities will be guaranteed by each existing and subsequently acquired or formed direct and indirect material domestic restricted subsidiary of NewCRG (each a "Guarantor" and together with NewCRG, the "Credit Parties"), and (b) the obligations of the Credit Parties under the Senior Credit Facilities will be secured by first priority security interests in and liens on substantially all of the assets of the Credit Parties.

Once funded, the Senior Credit Facilities documentation will contain affirmative and negative covenants customarily applicable to senior secured credit facilities, including the requirement that the NewCRG and its subsidiaries maintain a maximum Total Net Leverage Ratio (as defined in the Commitment Letter) (such requirement, the "Financial Covenant"). The Commitment Letter provides that the Financial Covenant shall be solely for the benefit of the lenders under the Revolving Credit Facility such that a breach of the Financial Covenant will not constitute an event of default for purposes of the Term Loan B Facility (or any other facility, other than the Revolving Credit Facility), and the lenders under the Term Loan B Facility or any other facility (other than the Revolving Credit Facility) will not be permitted to exercise any remedies with respect to an uncured breach of the Financial Covenant until the date, if any, on which the commitments under the Revolving Credit Facility have been terminated or the loans thereunder have been accelerated as a result of such breach.

The obligation of Wells Fargo Bank to provide the Financing is subject to a number of conditions, including, among others, (i) the consummation of the Mergers substantially contemporaneously with the initial funding of the Senior Credit Facilities, (ii) the accuracy of certain representations and warranties in the Merger Agreement, as well as certain other specified representations of NewCRG that are customary for a loan facility of this type, (iii) execution and delivery of definitive documentation consistent with the Commitment Letter with respect to the Senior Credit Facilities, (iv) delivery of certain customary closing documents (including, among others, a customary solvency certificate), specified items of collateral and certain financial statements, all as more fully described in the Commitment Letter, (v) payment of applicable fees and expenses, (vi) receipt of one or more customary confidential information memoranda to be used for syndication of the Senior Credit Facilities and the expiration of a 15 business day period following delivery of such Confidential information memorandum, and (vii) that there has been no Material Adverse Effect (as defined in the Merger Agreement) since the date of the Merger Agreement.

The foregoing description does not purport to be complete and is qualified in its entirety by reference to the Commitment Letter, which is attached hereto as Exhibit 10.2 and is incorporated by reference herein.

Registration Rights and Stockholders' Agreement

Simultaneously with the closing of the Mergers, NewCRG and Cambridge Holdings will enter into a Registration Rights and Stockholders' Agreement (the "Registration Rights and Stockholders' Agreement") pursuant to which NewCRG will agree to file one shelf registration statement on Form S-3 covering the resale of at least 30% of the NewCRG Investor Shares, the shares of NewCRG Common Stock issuable upon conversion of the NewCRG Series C Preferred Stock (the "Conversion Common Stock") and any shares of NewCRG Common Stock issued or issuable to the Investor with respect to the NewCRG Common Stock and the Conversion Common Stock by way of a stock dividend or stock split or in connection with a combination of shares, recapitalization, merger consolidation or other reorganization (collectively, the "Registrable Shares") upon written request of Cambridge Holdings at any time after the 24-month anniversary of the closing of the Mergers. The Registration Rights and Stockholders' Agreement also provides that Cambridge Holdings may make up to three demands to register, in connection with an underwritten public offering of the Registrable Shares, for the resale of at least 33.3% of the Registrable Shares held by Cambridge Holdings at the time of such demand upon the written request by Cambridge Holdings at any time following the 24th month anniversary of the closing of the Mergers. The Registration Rights and Stockholders' Agreement also provides that whenever NewCRG registers shares of NewCRG Common Stock under the Securities Act of 1933, as amended (the "Securities Act") (other than on a Form S-4 or Form S-8), then Cambridge Holdings will have the right as specified therein to register its shares of NewCRG Common Stock as part of that registration. The registration rights under the Registration Rights and Stockholders' Agreement are subject to the rights of the managing underwriters, if any, to reduce or exclude certain shares owned by Cambridge Holdings from an underwritten registration and the rights of BKC pursuant to a Registration Rights Agreement, dated as of May 30, 2012 between Carrols and BKC (and subject to certain rights of certain persons, including members of current and former management of Carrols that have piggyback registration rights). Except as otherwise provided, the Registration Rights Agreement requires NewCRG to pay for all costs and expenses, other than underwriting discounts, commissions and underwriters' counsel fees, incurred in connection with the registration of the NewCRG Common Stock, stock transfer taxes and the expenses of Cambridge Holdings' legal counsel in connection with the sale of the Registrable Shares, provided that NewCRG will pay the reasonable fees and expenses of one counsel for Cambridge Holdings up to $50,000 in the aggregate for any registration thereunder, subject to the limitations set forth therein. NewCRG will also agree to indemnify Cambridge Holdings against certain liabilities, including liabilities under the Securities Act.

For the period that is two years after the date of the Registration Rights and Stockholders' Agreement, Cambridge Holdings may not, without the approval of a majority of the directors of NewCRG other than the Cambridge Directors (as defined below), directly or indirectly transfer any shares of NewCRG Series C Preferred Stock (or any securities convertible into or exercisable or exchangeable for any such shares), NewCRG Investor Shares (or any securities convertible into or exercisable or exchangeable for any such shares), or Conversion Common Stock (or any securities convertible into or exercisable or exchangeable for any shares) held by Cambridge Holdings provided that such transfer restriction will not apply to (i) any transfer of Cambridge Holdings Shares or Conversion Common Stock yielding up to $6.0 million in gross aggregate proceeds, and (ii) transfers to certain identified affiliates of Cambridge Holdings (such affiliates, "Permitted Affiliates").

Until the date that Cambridge Holdings and the Permitted Affiliates hold shares of NewCRG Common Stock and Conversion Common Stock constituting less than 14.5% of the total number of outstanding shares of NewCRG Common Stock (the "Director Step-Down Date"), Cambridge Holdings has the right to nominate two individuals as director nominees of NewCRG, which shall initially be Matthew Perelman and Alex Sloane, and the board of directors of NewCRG (the "NewCRG Board") will take all necessary action to support the election and appointment of such director nominees as directors of the NewCRG Board (each such director, a "Cambridge Director"). From the Director Step-Down Date to the date that Cambridge Holdings and the Permitted Affiliates hold shares of NewCRG Common Stock and Conversion Common Stock constituting less than 10% of the total number of outstanding shares of NewCRG Common Stock (the "Director Cessation Date"), Cambridge Holdings has the right to nominate one individual as a director nominee of NewCRG and NewCRG and the NewCRG Board will take all necessary action to support the election and appointment of such director nominee as a director of the NewCRG Board. Until the Director Cessation Date, NewCRG and the NewCRG Board will act to ensure that the number of Cambridge Directors serving on each committee of the NewCRG Board is, to the extent possible proportional to the number of Cambridge Directors serving on the NewCRG Board and that at least one Cambridge Director serves on each of the Compensation Committee, the Finance Committee and the Nominating and Corporate Governance Committee of the NewCRG Board at all times, provided that such Cambridge Directors meet the requirements to serve on such committee under the rules and regulations of NASDAQ, the Securities Act and the Securities Exchange Act of 1934, as amended (the "Exchange Act").

Until the Director Cessation Date, at each annual or special meeting of the NewCRG stockholders at which any person is subject to election or re-election as a member of the NewCRG Board, Cambridge Holdings has agreed to cause to be present for quorum purposes all shares of NewCRG Investor Common Stock and Conversion Common Stock that Cambridge Holdings and its Permitted Affiliates have the right to vote as of the record date for such meeting of the NewCRG stockholders, and vote or cause to be voted all such shares of NewCRG Investor Common Stock and Conversion Common Stock in favor of the election of all of the director nominees recommended for election by the NewCRG Board, and against the removal of any such director (unless proposed by NewCRG).

The foregoing description does not purport to be complete and is qualified in its entirety by reference to the form of Registration Rights and Stockholders' Agreement, which is attached hereto as Exhibit 4.2 and is incorporated by reference herein.

Voting Agreements

On February 19, 2019, CFP entered into a Voting Agreement with each of Daniel T. Accordino, the Chief Executive Officer, President and a director of Carrols (the "Accordino Voting Agreement"), Paul R. Flanders, the Vice President, Chief Financial Officer and Treasurer of Carrols (the "Flanders Voting Agreement"), Richard G. Cross, the Vice President, Real Estate of Carrols (the "Cross Voting Agreement") and William E. Myers, the Vice President, General Counsel and Secretary of Carrols (the "Myers Voting Agreement" and together with the Accordino Voting Agreement, Flanders Voting Agreement and the Cross Voting Agreement, the "Voting Agreements"), pursuant to which the Messrs. Accordino, Flanders, Cross and Myers will agree to vote their respective shares of NewCRG Common Stock that they will hold after giving effect to the Holding Company Reorganization, in favor of a proposal at the next annual meeting of NewCRG stockholders to be held following the closing of the transaction and any subsequent meeting of NewCRG stockholders, if necessary, to remove the Issuance Restriction. The Voting Agreements will terminate upon the earliest to occur of (a) the date on which the removal of the Issuance Restriction is approved by the NewCRG stockholders, (b) the date on which the Merger Agreement is terminated in accordance with its terms and (c) the date of any amendment to the Merger Agreement or any change to or modification of the Certificate of Designations, in each case which change is materially adverse to Carrols, Mr. Accordino, Mr. Flanders, Mr. Cross or Mr. Accordino, as applicable.

The foregoing description does not purport to be complete and is qualified in its entirety by reference to the Voting Agreements, which are attached hereto as Exhibit 10.3, Exhibit 10.4, Exhibit 10.5 and Exhibit 10.6 and are incorporated by reference herein.

ITEM 2.03 CREATION OF A DIRECT FINANCIAL OBLIGATION OR AN OBLIGATION UNDER AN OFF-BALANCE SHEET ARRANGEMENT OF A REGISTRANT.

The information set forth under Item 1.01 is incorporated herein by reference.

ITEM 5.02. DEPARTURE OF DIRECTORS OR CERTAIN OFFICERS; ELECTION OF DIRECTORS; APPOINTMENT OF CERTAIN OFFICERS; COMPENSATORY ARRANGEMENTS OF CERTAIN OFFICERS.

The disclosure in paragraphs 2 and 3 under the heading "Holding Company Reorganization" of Item 1.01 is incorporated into this Item 5.02 by reference.

Pursuant to the Registration Rights and Stockholders' Agreement to be entered into upon the closing of the transactions contemplated by the Merger Agreement, NewCRG agreed to nominate Matthew Perelman and Alex Sloane to the NewCRG Board and to take all necessary action to support the election and appointment of such director nominees as directors of the NewCRG Board, subject to and effective upon such closing.

ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS.

(d) Exhibits

2.1	Agreement and Plan of Merger, dated as of February 19, 2019 among Carrols Restaurant Group, Inc., Carrols Holdco Inc., GRC MergerSub Inc., GRC MergerSub LLC, Cambridge Franchise Partners, LLC, Cambridge Franchise Holdings, LLC and New CFH, LLC
4.1	Form of Certificate of Designations of Series C Convertible Preferred Stock of Carrols Restaurant Group, Inc.
4.2	Form of Registration Rights Agreement between Carrols Holdco Inc. and Cambridge Franchise Holdings, LLC
10.1	Form of Area Development and Remodeling Agreement between Carrols LLC, Carrols Restaurant Group, Inc. and Burger King Corporation
10.2	Commitment Letter among Wells Fargo Bank, National Association, Wells Fargo Securities, LLC and Carrols Restaurant Group, Inc., dated February 19, 2019
10.3	Voting Agreement, dated as of February 19, 2019, between Cambridge Franchise Holdings, LLC and Daniel T. Accordino
10.4	Voting Agreement, dated as of February 19, 2019, between Cambridge Franchise Holdings, LLC and Paul R. Flanders
10.5	Voting Agreement, dated as of February 19, 2019, between Cambridge Franchise Holdings, LLC and Richard G. Cross
10.6	Voting Agreement, dated as of February 19, 2019, between Cambridge Franchise Holdings, LLC and Williams E. Myers

Signatures

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

CARROLS RESTAURANT GROUP, INC.

Date: February 25, 2019

By: /s/ William E. Myers
Name: William E. Myers
Title: Vice President, General Counsel and Secretary

Exhibit 2.1

EXECUTION VERSION

AGREEMENT AND PLAN OF MERGER

Dated as of February 19, 2019

Among

CARROLS RESTAURANT GROUP, INC.,

CARROLS HOLDCO INC.,

GRC MERGERSUB INC.,

GRC MERGERSUB LLC,

CAMBRIDGE FRANCHISE PARTNERS, LLC

CAMBRIDGE FRANCHISE HOLDINGS, LLC

and

NEW CFH, LLC

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Exhibit D	Form of Carrols Series C Certificate of Designation
Exhibit E	Form of Registration Rights and Stockholders' Agreement
Exhibit F	Form of FIRPTA Certificate
Exhibit G	Form of NewCRG Series C Certificate of Designation
Exhibit H	Form of Resignation Letter
Exhibit I	Form of Contribution Agreement
Schedule I	CFP Disclosure Schedule
Schedule II	Carrols Disclosure Schedule

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER, dated as of February 19, 2019 (this "Agreement"), is entered into by and among CARROLS RESTAURANT GROUP, INC., a Delaware corporation ("Carrols"), CARROLS HOLDCO INC., a Delaware corporation and a wholly owned subsidiary of Carrols ("NewCRG"), GRC MERGERSUB INC., a Delaware corporation and a wholly owned subsidiary of NewCRG ("Carrols Merger Sub"), GRC MERGERSUB LLC, a Delaware limited liability company and a wholly owned subsidiary of NewCRG ("Carrols CFP Merger Sub" and, together with Carrols Merger Sub, the "Merger Subs"), CAMBRIDGE FRANCHISE PARTNERS, LLC, a Delaware limited liability company ("CFP"), CAMBRIDGE FRANCHISE HOLDINGS, LLC, a Delaware limited liability company and a wholly owned subsidiary of CFP (the "LLC Member"), and NEW CFH, LLC, a Delaware limited liability company and a wholly owned subsidiary of the LLC Member (the "LLC" and, together with CFP and the LLC Member, the "CFP Entities" and each, a "CFP Entity"). Certain capitalized terms used herein have the meanings ascribed to them in ARTICLE XI.

WHEREAS, (i) the Boards of Directors of each of Carrols, NewCRG and Carrols Merger Sub, (ii) NewCRG, as the sole member of Carrols CFP Merger Sub, (iii) CFP, as the sole member of the LLC Member and (iv) the LLC Member, as the sole member of the LLC, have approved and adopted this Agreement and approved the transactions contemplated hereby on the terms and conditions set forth herein and determined that it is advisable and in the best interests of their respective stockholders or members, as applicable, to consummate the transactions contemplated hereby on the terms and conditions set forth herein; and

WHEREAS, the Parties intend that, for United States federal income tax purposes, the Mergers, taken together, shall together qualify as a transaction described in Section 351 of the Code (the "Intended Tax Treatment").

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the Parties hereby agree as follows:

ARTICLE I
THE MERGERS

Section 1.01 The Carrols Merger.

(a) At the Initial Effective Time, Carrols Merger Sub shall be merged with and into Carrols (the "Carrols Merger") in accordance with Section 251(g) of the DGCL and upon the terms and subject to the conditions set forth in this Agreement, whereupon the separate existence of Carrols Merger Sub shall cease and Carrols shall be the surviving corporation (the "Carrols Surviving Entity"). As a result of the Carrols Merger, the Carrols Surviving Entity shall be a wholly owned subsidiary of NewCRG.

(b) As soon as practicable after the Closing, or at such other time as shall be fixed by mutual agreement of Carrols and the LLC Member, Carrols shall file a certificate of merger in respect of the Carrols Merger with the Delaware Secretary of State in accordance with Section 251 of the DGCL (the "Carrols Merger Filing"). The Carrols Merger shall become effective as of the time at which the Carrols Merger Filing is filed or such later time on the Closing Date as Carrols and the LLC Member shall agree and specify in the Carrols Merger Filing (the "Initial Effective Time").

(c) From and after the Initial Effective Time, the Carrols Surviving Entity shall possess all the rights, powers, privileges and franchises, and be subject to all of the obligations, liabilities, restrictions and disabilities, of Carrols and Carrols Merger Sub, all as provided under the DGCL.

Section 1.02 The LLC Merger.

(a) At the Effective Time, Carrols CFP Merger Sub shall be merged with and into the LLC (the "LLC Merger" and, together with the Carrols Merger, the "Mergers") in accordance with Section 18-209 of the LLC Act and upon the terms and subject to the conditions set forth in this Agreement, whereupon the separate existence of Carrols CFP Merger Sub shall cease and the LLC shall be the surviving entity (the "CFP Surviving Entity" and, together with the Carrols Surviving Entity, the "Surviving Entities"). As a result of the LLC Merger, the CFP Surviving Entity shall be a wholly owned subsidiary of NewCRG.

(b) Concurrently with the filing of the Carrols Merger Filing, the LLC and Carrols CFP Merger Sub shall file a certificate of merger in respect of the LLC Merger with the Delaware Secretary of State in accordance with Section 18-209 of the LLC Act (the "LLC Certificate of Merger"). The LLC Merger shall become effective as of the time and date specified in the LLC Certificate of Merger, which time shall be one (1) minute after the Initial Effective Time (the "Effective Time").

(c) From and after the Effective Time, the CFP Surviving Entity shall possess all the rights, powers, privileges and franchises, and be subject to all of the obligations, liabilities, restrictions and disabilities, of the LLC and Carrols CFP Merger Sub, all as provided under the LLC Act.

Section 1.03 Closing. Upon the terms and subject to the conditions set forth herein, the closing of the Mergers (the "Closing") shall take place at the offices of Akerman LLP, 666 5th Avenue, 20th Floor, New York, New York 10103 at (a) 11:00 a.m., New York City time, on the first Business Day following the first date on which all of the conditions to the Mergers set forth in ARTICLE VIII have been satisfied or (to the extent permitted by applicable Law) waived (other than those conditions that, by their nature, are to be satisfied at the Closing, but subject to the satisfaction or (to the extent permitted by applicable Law) waiver thereof at the Closing); provided that if the Marketing Period has not ended at the time of the satisfaction or (to the extent permitted by applicable Law) waiver of all of the closing conditions set forth in ARTICLE VIII (other than those conditions that, by their nature, are to be satisfied at the Closing), the Closing shall occur on the earlier of (i) any Business Day before or during the Marketing Period as may be specified by Carrols on no less than three (3) Business Days' prior notice to the LLC Member (unless, upon Carrols' request, a shorter period shall be agreed to by the LLC Member), and (ii) the second Business Day immediately following the final day of the Marketing Period, or, if the final day of the Marketing Period corresponds to the End Date, then on the final day of the Marketing Period (subject in each case of clauses (i) and (ii) to the satisfaction or (to the extent permitted by applicable Law) waiver of all of the closing conditions set forth in ARTICLE VIII (other than those conditions that, by their nature, are to be satisfied as of the Closing) as of the date determined pursuant to this proviso), or (b) any other time, date or place as is agreed in writing by each of Carrols and the LLC Member. The date on which the Closing actually occurs is referred to in this Agreement as the "Closing Date."

Section 1.04 Governing Documents.

(a) At the Initial Effective Time, (i) the certificate of incorporation of Carrols as in effect immediately prior to the Initial Effective Time shall be amended, such amendment to be in the form attached hereto as Exhibit A and, as so amended, shall be the certificate of incorporation of the Carrols Surviving Entity until thereafter changed or amended as provided therein or by applicable Law and (ii) the bylaws of Carrols as in effect immediately prior to the Initial Effective Time shall be the bylaws of the Carrols Surviving Entity until thereafter changed or amended as provided therein or by applicable Law.

(b) At the Effective Time, the certificate of formation of the LLC as in effect immediately prior to the Effective Time shall be the certificate of formation of the CFP Surviving Entity until thereafter changed or amended as provided therein or by applicable Law.

(c) At the Effective Time, the limited liability company agreement of the LLC as in effect immediately prior to the Effective Time shall be amended and restated in its entirety as determined by NewCRG and, as so amended and restated, shall be the limited liability company agreement of the CFP Surviving Entity, until thereafter changed or amended as provided therein or by applicable Law, in any case, subject to compliance with Section 7.14(a).

(d) Carrols shall take all actions necessary so that, prior to the Initial Effective Time, the certificate of incorporation and bylaws of NewCRG shall be in the forms set forth in Exhibit B and Exhibit C, respectively, the provisions of which shall be identical to the provisions of the certificate of incorporation and bylaws, as applicable, of Carrols as in effect immediately before the Initial Effective Time, in each case, other than as required or permitted by Section 251(g) of the DGCL. Carrols and NewCRG shall take all actions necessary so that, promptly after the Initial Effective Time, NewCRG shall cause to become effective a certificate of amendment to the certificate of incorporation of NewCRG changing the name of such entity to Carrols Restaurant Group, Inc. and the name of Carrols shall be changed to Carrols Holdco Inc.

(e) Prior to the Initial Effective Time, Carrols shall authorize and file with the Delaware Secretary of State a Certificate of Designation of Series C Convertible Preferred Stock of Carrols substantially in the form attached hereto as Exhibit D (the "Carrols Series C Certificate of Designation").

Section 1.05 Directors and Officers of the Surviving Entities.

(a) From and after the Initial Effective Time, until successors are duly elected or appointed and qualified in accordance with applicable Law and the bylaws of the Carrols Surviving Entity or until their earlier death, resignation or removal, (i) the directors of Carrols Merger Sub at the Initial Effective Time shall be the directors of the Carrols Surviving Entity and (ii) the officers of Carrols Merger Sub at the Initial Effective Time shall be the officers of the Carrols Surviving Entity and, in each case, Carrols shall take all actions necessary to effect the foregoing.

(b) From and after the Effective Time, the CFP Surviving Entity shall have no directors or officers until such Persons are duly elected or appointed and qualified in accordance with applicable Law and the limited liability company agreement of the CFP Surviving Entity, and NewCRG shall be the sole member.

(c) Until successors are duly elected or appointed and qualified in accordance with applicable Law or until their earlier death, resignation or removal, (i) the directors of Carrols immediately before the Initial Effective Time shall be the directors of NewCRG as of the Initial Effective Time (including, for the avoidance of doubt, that the two nominees appointed by Carrols immediately before the Initial Effective Time pursuant to Section 7.09 shall be directors of NewCRG as of the Initial Effective Time) and (ii) the officers of Carrols immediately before the Initial Effective Time shall be the officers of NewCRG immediately after the Effective Time and, in each case, Carrols shall take all actions necessary to effect the foregoing.

ARTICLE II
EFFECT ON THE CAPITAL OF THE CONSTITUENT COMPANIES

Section 2.01 Carrols and Carrols Merger Sub. At the Initial Effective Time, by virtue of the Carrols Merger and without any action on the part of any Party or any holder of any shares of Carrols Stock:

(a) All shares of Carrols Common Stock that are held by Carrols as treasury stock or that are owned by Carrols, Carrols Merger Sub or any other Subsidiary of Carrols immediately prior to the Initial Effective Time shall cease to be outstanding and shall automatically be cancelled and shall cease to exist and no consideration shall be delivered in exchange therefor.

(b) (i) Subject to Section 2.05, each share of Carrols Common Stock issued and outstanding immediately prior to the Initial Effective Time, shall be converted into one fully paid and non-assessable share of NewCRG Common Stock having the same designations, rights, powers and preferences, and the qualifications, limitations and restrictions thereof, as the share of Carrols Common Stock being so converted and (ii) each share of Carrols Series B Preferred Stock issued and outstanding immediately prior to the Initial Effective Time shall be converted into one fully paid and non-assessable share of NewCRG Series B Preferred Stock having the same designations, rights, powers and preferences, and the qualifications, limitations and restrictions thereof, as the share of Carrols Series B Preferred Stock being so converted. All shares of NewCRG Stock issued pursuant to this Section 2.01(b) shall be duly authorized, validly issued and free of preemptive rights.

(c) Each share of Carrols Common Stock or Carrols Series B Preferred Stock converted into a share of NewCRG Common Stock or NewCRG Series B Preferred Stock, as applicable, pursuant to Section 2.01(b) shall, upon such conversion, no longer be issued and outstanding and automatically be cancelled and cease to exist, and, thereafter, each Person (i) entered as the owner in a book entry that, immediately prior to the Initial Effective Time, represented any outstanding shares of Carrols Common Stock shall be deemed to have received an equivalent number of shares of NewCRG Common Stock, (ii) holding a certificate representing any shares of Carrols Common Stock shall be deemed to have received shares of NewCRG Common Stock (without the requirement for surrender of any certificate previously representing any such shares of Carrols Common Stock or issuance of new certificates representing NewCRG Common Stock), with each certificate representing shares of Carrols Common Stock immediately prior to the Initial Effective Time being deemed to represent automatically an equivalent number of shares of NewCRG Common Stock, and (iii) holding a certificate representing any shares of Carrols Series B Preferred Stock shall be deemed to have received shares of NewCRG Series B Preferred Stock (without the requirement for surrender of any certificate previously representing any such shares of Carrols Series B Preferred Stock or issuance of new certificates representing NewCRG Series B Preferred Stock), with each certificate representing shares of Carrols Series B Preferred Stock immediately prior to the Initial Effective Time being deemed to represent automatically an equivalent number of shares of NewCRG Series B Preferred Stock.

(d) Each share of Carrols Merger Sub common stock issued and outstanding immediately prior to the Initial Effective Time shall be converted into one share of common stock of the Carrols Surviving Entity, and such shares shall be fully paid and non-assessable capital stock of the Carrols Surviving Entity.

Section 2.02 The LLC and Carrols CFP Merger Sub.

(a) Conversion of LLC Membership Interest. At the Effective Time, by virtue of the LLC Merger and without any action on the part of any Party or any holder of any equity interests in the LLC, the LLC Membership Interest shall be converted into the right to receive:

(i) an aggregate number of shares of NewCRG Common Stock equal to *the product of* (A) 0.199 *and* (B) the aggregate number of shares of NewCRG Common Stock outstanding immediately prior to the Effective Time (such product, the "Issued Shares of NewCRG Common Stock"); and

(ii) 10,000 shares of NewCRG Series C Preferred Stock, which, subject to the NewCRG Stockholder Approval, initially shall be convertible into the number of shares of NewCRG Common Stock equal to *the quotient of* (A) *the difference of* (I) the Equity Consideration Amount *and* (II) *the product of* (x) the Issued Shares of NewCRG Common Stock *and* (y) 13.5 *and* (B) 13.5 (such shares of NewCRG Series C Preferred Stock, the "Issued Shares of NewCRG Preferred Stock" and, together with the Issued Shares of NewCRG Common Stock, the "LLC Merger Consideration").

The LLC Membership Interest, when so converted, shall no longer be outstanding and shall automatically be cancelled and retired and shall cease to exist, and the LLC Member shall cease to have any rights with respect thereto, except the right to receive the LLC Merger Consideration pursuant to this Section 2.02(a) and delivered to LLC Member in accordance with Section 7.16(a).

(b) Each limited liability company interest of Carrols CFP Merger Sub issued and outstanding prior to the Effective Time shall be converted into a limited liability company interest in the CFP Surviving Entity, having the rights and obligations as set forth in the limited liability company agreement of the CFP Surviving Entity as in effect at and after the Effective Time.

Section 2.03 Certain Adjustments. If, between the date of this Agreement and the Effective Time, there is a reclassification, recapitalization, stock split, split-up, stock dividend, combination or exchange of shares with respect to, or rights issued in respect of, Carrols Stock or the LLC Membership Interest (including by merger, consolidation, conversion or otherwise), the LLC Merger Consideration shall be adjusted accordingly to provide to the holders of record of the LLC Membership Interest the same economic effect as contemplated by this Agreement prior to such event.

Section 2.04 Effect on NewCRG Stock. Immediately following the Initial Effective Time, each share of the capital stock of NewCRG owned by the Carrols Surviving Entity shall be surrendered by the Carrols Surviving Entity for retirement by NewCRG without payment of any consideration therefor.

Section 2.05 Carrols Restricted Stock Awards and Restricted Stock Unit Awards. As of the Initial Effective Time, each share of Carrols restricted stock, each restricted stock unit of Carrols and each other form of equity benefit or equity compensation that is outstanding on or prior to the Initial Effective Time or issuable thereafter under any compensation or benefit agreement, plan or arrangement of Carrols, including all awards under the Carrols 2016 Stock Incentive Plan or any previously adopted plan, whether or not then vested or exercisable, shall cease to represent or relate to a share of Carrols Common Stock and shall be converted automatically to represent or relate to a share of NewCRG Common Stock on substantially the same terms and conditions (including vesting schedule) as applied to such share of Carrols restricted stock, restricted stock unit or other form of equity immediately prior to the Initial Effective Time. Carrols shall take all actions necessary to effect the foregoing provisions of this Section 2.05.

Section 2.06 Withholding Rights. NewCRG, the Merger Subs and any other party hereto with an obligation to deduct and withhold pursuant to any applicable Tax Law shall be entitled to deduct and withhold from any amount otherwise payable pursuant to this Agreement such amounts as it is required to deduct and withhold with respect to the making of such payment under the Code or any provision of state, local or non-U.S. Tax Law. To the extent that amounts are so withheld and paid over to or deposited with the relevant Governmental Authority by or on behalf of NewCRG, the Merger Subs or any other party hereto, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding was made. If the certification described in Section 7.15(e) is not delivered on or before the Closing Date, NewCRG shall notify the LLC Member of its intent to withhold and deduct, the parties shall work together in good faith to minimize or eliminate such deduction or withholding, and NewCRG shall withhold from the consideration otherwise payable to the LLC Member pursuant to this Agreement such Tax as is required to be withheld under Section 1445 of the Code (and any corresponding provisions of state, local or non-U.S. Tax Law).

Section 2.07 Further Assurances. At and after the Effective Time, the officers and directors of NewCRG, the Carrols Surviving Entity or the CFP Surviving Entity, as applicable, shall be authorized to execute and deliver, in the name and on behalf of the Carrols Surviving Entity, Carrols Merger Sub or Carrols, or the CFP Surviving Entity, Carrols CFP Merger Sub, or the LLC, any deeds, bills of sale, assignments or assurances and to take and do, in the name and on behalf of the Carrols Surviving Entity, Carrols Merger Sub or Carrols, or the CFP Surviving Entity, Carrols CFP Merger Sub or the LLC, any other actions and things necessary to vest, perfect or confirm of record or otherwise in NewCRG, the Carrols Surviving Entity or the CFP Surviving Entity any and all right, title and interest in, to and under any of the rights, properties or assets acquired or to be acquired by NewCRG, the Carrols Surviving Entity or the CFP Surviving Entity, as applicable, as a result of, or in connection with, the Mergers.

ARTICLE III
REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE LLC MEMBER AND THE LLC

Except as set forth in the applicable section or sections of the disclosure schedule delivered by the LLC to Carrols prior to the execution of this Agreement (the "CFP Disclosure Schedule"), the LLC Member and the LLC represent and warrant to Carrols, on a joint and several basis and as of the date hereof and as of the Closing Date, as follows:

Section 3.01 Organization. Each of the LLC Member and the LLC is a limited liability company duly organized, validly existing and in good standing under the Laws of the state of Delaware. Each of the LLC Member and the LLC has all requisite limited liability company power and authority to enable it to own, lease and operate its properties, to carry on its business in all material respects as conducted on the date hereof and to execute, deliver and perform its obligations under this Agreement and the other Transaction Agreements to which such Party is or will be a party and to consummate the transactions contemplated hereunder and thereunder. Each of the LLC Member and the LLC is duly qualified or registered as a foreign limited liability company to transact business under the Laws of each jurisdiction where the character of its activities or the location of the properties owned or leased by it requires such qualification or registration, except, in each case, where the failure to be so duly qualified or registered has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. True, correct and complete copies of (i) the certificate of formation and the operating agreement of each of the LLC Member and the LLC, each as amended to date, and (ii) the minute books of each of the LLC Member and the LLC through the date hereof have been made available to Carrols. Neither the LLC Member nor the LLC is in violation of its certificate of formation or operating agreement.

Section 3.02 Subsidiaries; Equity Interests.

(a) Section 3.02(a) of the CFP Disclosure Schedule sets forth a true and complete list of all Subsidiaries of the LLC Member, listing for each such Subsidiary its name, the type of entity, the jurisdiction and date of its incorporation or organization, its authorized capital stock or equivalent, if applicable, the number and type of its issued and outstanding shares of capital stock, membership interests or similar ownership interests, the current ownership of such shares, membership interests or similar ownership interests and its current officers and directors, in each case, prior to giving effect to the CFP Reorganization. Following the CFP Reorganization, the information contained on Section 3.02(a) of the CFP Disclosure Schedule shall remain true and complete, other than changes in the ownership of the Subsidiaries of the LLC Member as a result of the CFP Reorganization. True, correct and complete copies of the organizational documents, each as amended to date, of each Subsidiary of the LLC Member (other than the LLC, which is the subject of Section 3.01) have been made available to Carrols.

(b) Each Subsidiary of the LLC Member (other than the LLC, which is the subject of Section 3.01) (i) is a corporation, limited partnership or limited liability company, as applicable, duly organized, validly existing and in good standing under the Laws of its jurisdiction of incorporation or formation, (ii) has all requisite power and authority to enable it to own, lease and operate its properties and to carry on its business in all material respects as conducted on the date hereof and (iii) is duly qualified or registered as a foreign corporation, limited partnership or limited liability company, as applicable, to transact business under the Laws of each jurisdiction where the character of its activities or the location of the properties owned or leased by it requires such qualification or registration, except where the failure to be so duly qualified or registered has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(c) All of the outstanding shares of capital stock, membership interests and/or other similar ownership interests of each Subsidiary of the LLC Member and the LLC ("Subsidiary Equity Interests") are owned, directly or indirectly, by the LLC Member or the LLC, free and clear of any Lien and free of any other limitation or restriction (including any restriction on the right to vote, sell or otherwise dispose of such shares of capital stock, membership interests and/or other similar ownership interests) other than limitations or restrictions on transfer arising under applicable securities Laws. There are no (i) outstanding securities of the LLC Member, the LLC or any of their respective Subsidiaries that are convertible into or exchangeable for Subsidiary Equity Interests, (ii) options, warrants, calls, subscriptions or other rights or arrangements to acquire any Subsidiary Equity Interests from the LLC Member, the LLC or any of their respective Subsidiaries or (iii) other obligations or commitments of the LLC Member, the LLC or any of their respective Subsidiaries to issue or allot Subsidiary Equity Interests. Other than with respect to the CFP Reorganization, there are no outstanding obligations of the LLC Member, the LLC or any of their respective Subsidiaries to repurchase, redeem or otherwise acquire any Subsidiary Equity Interests. There are no statutory or contractual equityholder preemptive or similar rights, rights of first refusal or registration rights with respect to any Subsidiary Equity Interests. No Subsidiary of the LLC Member (other than the LLC, which is the subject of Section 3.03) has any liability for, or obligation with respect to, the payment of dividends, distributions or similar participation interests, whether or not declared or accumulated, and there are no restrictions of any kind, other than under applicable Law, which prevent the payment of the foregoing by any Subsidiary of the LLC Member (other than the LLC, which is the subject of Section 3.03).

Section 3.03 Capital Structure. The LLC Member owns all of the LLC Membership Interest free and clear of any Liens or any other restrictions on transfer, other than restrictions on transfer arising under applicable federal and state securities Laws. The LLC Membership Interest has been validly issued in accordance with the limited liability company agreement of the LLC. There are no (i) issued or outstanding limited liability company interests in the LLC other than the LLC Membership Interest or (ii) options, warrants, calls, subscriptions or other rights, agreements, arrangements or commitments of any character to which the LLC Member or any of its Subsidiaries is a party or by which the LLC Member or any of its Subsidiaries is bound obligating the LLC to issue or sell or transfer any equity interest in, or voting security of, the LLC. Other than with respect to the CFP Reorganization, there are no outstanding obligations of the LLC to repurchase, redeem or otherwise acquire any limited liability company interests of the LLC or to make any investment (in the form of a loan, capital contribution or otherwise) in any other Person. There are no statutory or contractual equityholder preemptive or similar rights, rights of first refusal or registration rights with respect to the LLC Membership Interest. The LLC has no liability for, or obligation with respect to, the payment of dividends, distributions or similar participation interests, whether or not declared or accumulated, and there are no restrictions of any kind, other than under the LLC Act, which prevent the payment of the foregoing by the LLC.

Section 3.04 Authority; Execution and Delivery, Enforceability. Each of the LLC Member and the LLC has all requisite limited liability company power and authority to execute and deliver this Agreement and each of the other Transaction Agreements to which it is, or is specified to be, a party and to consummate the transactions contemplated hereby and thereby. The execution and delivery by the LLC Member and the LLC of this Agreement and the other Transaction Agreements to which it is, or is specified to be a party, and the consummation by the LLC Member and the LLC of the transactions contemplated hereby and thereby have been duly authorized by all necessary limited liability company action on the part of the LLC Member or the LLC, as applicable, and no other limited liability company action on the part of the LLC Member or the LLC is necessary to authorize the execution and delivery of this Agreement or the Transaction Agreements or to consummate the Mergers and the other transactions contemplated hereby. Each of the LLC Member and the LLC has duly executed and delivered this Agreement, and, prior to or as of the Closing, will have duly executed and delivered each other agreement and instrument contemplated hereby to which it is, or is specified to be, a party, and (assuming the due authorization, execution and delivery by the Parties other than the LLC Member or the LLC, as applicable) this Agreement constitutes, and each other agreement and instrument contemplated hereby to which it is, or is specified to be, a party will after the Closing constitute, its legal, valid and binding obligation, enforceable against it in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, reorganization, insolvency, moratorium or other Laws affecting the enforcement of creditors' rights generally and by general principles of equity, regardless of whether such enforceability is considered in a proceeding at Law or in equity.

Section 3.05 No Conflicts; Consents. Except (x) as set forth in Section 3.05 of the CFP Disclosure Schedule, (y) as may result or be required solely by reason of Carrols', NewCRG's or the Merger Subs' participation in the transactions contemplated hereby or in the other Transaction Agreements or (z) solely with respect to the succeeding clauses (b), (c) and (d), as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, the execution and delivery by the LLC Member and the LLC of this Agreement and the other Transaction Agreements to which it is a party, and the consummation by the LLC Member and the LLC of the transactions contemplated hereby and thereby, will not (a) contravene, conflict with or result in any violation or breach of any provision of the certificate of formation or operating agreement of the LLC Member or the LLC, as applicable, (b) contravene, conflict with or result in a violation or breach of any applicable Law or Order by which the LLC Member or the LLC or any of their respective assets or properties is bound, (c) (i) require any consent or approval under, (ii) result in any breach of or any loss of any benefit under, (iii) constitute a change of control or default (or an event which, with notice or lapse of time or both, would become a default) under, or (iv) give to others any right of termination, vesting, amendment, acceleration or cancellation of any right or obligation under, any Material Contract or Permit or (d) result in the creation of a Lien (other than a Permitted Lien) on any property or asset of the LLC Member, the LLC or any of their respective Subsidiaries.

Section 3.06 Financial Statements.

(a) Annual Financial Statements. Section 3.06(a) of the CFP Disclosure Schedule sets forth true, correct and complete copies of (i) the audited carve-out combined balance sheet of the CFP Business as of December 31, 2017 and the related audited carve-out combined statements of operations, net investment and cash flows of the CFP Business for the twelve-month period then ended ("CFP Annual Financial Statements"). The CFP Annual Financial Statements (i) were prepared in accordance with the books of account and other financial records of the CFP Business, (ii) fairly present in all material respects the financial condition, results of operations, net investment and cash flows of the CFP Business as of the dates thereof or for the periods covered thereby and (iii) have been prepared in accordance with GAAP applied on a consistent basis for the periods covered thereby.

(b) 2018 Interim Financial Statements. Section 3.06(b) of the CFP Disclosure Schedule sets forth true, correct and complete copies of the unaudited carve-out combined balance sheet of the CFP Business as of September 30, 2018 (the "Latest Balance Sheet") and the related unaudited carve-out combined statements of income, net investment and cash flows of the CFP Business for the nine-month period then ended (the "CFP 2018 Interim Financial Statements" and, together with the CFP Annual Financial Statements, the "CFP Financial Statements"). The CFP 2018 Interim Financial Statements (i) were prepared in accordance with the books of account and other financial records of the CFP Business, (ii) fairly present in all material respects the financial condition, results of operations, net investment and cash flows of the CFP Business as of the dates thereof or for the periods covered thereby and (iii) have been prepared in accordance with GAAP applied on a consistent basis for the periods covered thereby (except as may be indicated in the CFP 2018 Interim Financial Statements or the notes thereto and subject to year-end audit adjustments and the absence of notes and disclosure required by GAAP).

(c) 2018 Audited Financial Statements. As of the date of delivery of the CFP 2018 Audited Financial Statements to Carrols in accordance with Section 7.04(b) and as of the Closing, the CFP 2018 Audited Financial Statements (i) will have been prepared in accordance with the books of account and other financial records of the CFP Business, (ii) will fairly present in all material respects the financial condition, results of operations, net investment and cash flows of the CFP Business as of the dates thereof or for the periods covered thereby and (iii) will have been prepared in accordance with GAAP applied on a consistent basis for the periods covered thereby.

(d) 2019 Interim Financial Statements. If the CFP 2019 Interim Financial Statements are furnished pursuant to Section 7.04(b), then, as of the date of delivery of the CFP 2019 Interim Financial Statements to Carrols in accordance with Section 7.04(b) and as of the Closing, the CFP 2019 Interim Financial Statements (i) will have been prepared in accordance with the books of account and other financial records of the CFP Business, (ii) will fairly present in all material respects the financial condition, results of operations, net investment and cash flows of the CFP Business as of the dates thereof or for the periods covered thereby and (iii) will have been prepared in accordance with GAAP applied on a consistent basis for the periods covered thereby (except as may be indicated in the CFP 2019 Interim Financial Statements or the notes thereto and subject to year-end audit adjustments and the absence of notes and disclosure required by GAAP).

Section 3.07 Absence of Undisclosed Liabilities. Except for (a) those liabilities that are appropriately reflected or reserved for on the face of the Latest Balance Sheet, (b) liabilities incurred since the date of the Latest Balance Sheet in the ordinary course of business consistent with past practice (none of which resulted from a breach of contract, tort, infringement or violation of, or liability under, any Law or any Proceeding), (c) liabilities incurred pursuant to the transactions contemplated by, or permitted by, this Agreement and the other Transaction Agreements and (d) liabilities that, individually or in the aggregate, do not exceed $250,000, neither the LLC Member nor its Subsidiaries have any liabilities or obligations of any nature whatsoever (whether accrued, absolute, contingent or otherwise). Neither the LLC Member nor any of its Subsidiaries maintains any "off-balance sheet arrangement" as defined in item 303(a)(4)(ii) of Regulation S-K promulgated under the Exchange Act.

Section 3.08 Absence of Certain Changes or Events. Except as set forth on Section 3.08 of the CFP Disclosure Schedule, since September 30, 2018, (a) the LLC Member and its Subsidiaries have conducted their respective businesses only in the ordinary course consistent with past practice, (b) there has not been any event, change or development that, individually or in the aggregate has resulted in or would reasonably be expected to result in a Material Adverse Effect, (c) there has not been any action, authorization, commitment or agreement by the LLC Member or any of its Subsidiaries that, if taken or made after the date hereof, would be prohibited by Section 6.01.

Section 3.09 Real Property.

(a) Section 3.09(a) of the CFP Disclosure Schedule sets forth a complete and accurate list of each parcel of Owned Real Property. Except as set forth on Section 3.09(a) of the CFP Disclosure Schedule, the LLC Member or one of its Subsidiaries has good and marketable title in fee simple to each parcel of Owned Real Property, free and clear of any Liens other than Permitted Liens. Neither the LLC Member nor its Subsidiaries have leased any of the Owned Real Property to any Person, except as shown in Section 3.09(a) of the CFP Disclosure Schedule. The LLC Member has delivered to Carrols copies of the deeds and other instruments by which the LLC Member or its applicable Subsidiary acquired such parcel of Owned Real Property and copies of all title insurance policies, opinions, abstracts and surveys, in each case, to the extent in the possession of the LLC Member or its Subsidiaries, with respect to such parcel. There are no unrecorded outstanding options, rights of first offer or rights of first refusal to purchase such Owned Real Property or any portion thereof or interest therein.

(b) Section 3.09(b) of the CFP Disclosure Schedule sets forth a complete and accurate list of each parcel of Leased Real Property. The LLC Member or its applicable Subsidiary has a valid leasehold interest in each parcel of Leased Real Property, free and clear of any Liens other than Permitted Liens. The LLC Member and its Subsidiaries enjoy peaceful and undisturbed possession under all material real property leases to which they are parties. Neither the LLC Member nor its Subsidiaries has assigned or sublet any of the Leased Real Property, except as shown in Section 3.09(b) of the CFP Disclosure Schedule. Each lease for the Leased Real Property is valid and binding and in full force and effect and enforceable in accordance with its terms. There are no existing defaults by the LLC Member or any of its Subsidiaries or offsets which any of the applicable landlords has against the enforcement by the LLC Member or any of its Subsidiaries of its rights under any of the leases of the Leased Real Property, and neither the LLC Member or the applicable Subsidiary nor, to the LLC Member's Knowledge, such landlord is in default under the applicable lease of such Leased Real Property, nor, to the LLC Member's Knowledge, have any events occurred which, with the giving of notice or passage of time or both, would constitute a default under such lease by either party thereto. True and complete copies of the leases for the Leased Real Property have previously been delivered to Carrols. Neither the LLC Member nor its Subsidiaries is party to any pending Proceeding, nor, to the LLC Member's Knowledge, is any Proceeding threatened, which might interfere with the quiet enjoyment of the LLC Member or its applicable Subsidiary under the leases of the Lease Real Property. Except for leasehold mortgages of record, neither the LLC Member nor its Subsidiaries have assigned, mortgaged, pledged, otherwise encumbered, or transferred its interest, if any, under any of the leases of the Leased Real Property.

(c) To the LLC Member's Knowledge, there are no facts, circumstances, or conditions which do or would in any material way adversely affect the LLC Member Real Property or the operation thereof or business thereon as presently conducted. The LLC Member Real Property and all improvements located thereon and the present use thereof comply with, constitute a valid non-conforming use under, or are operating pursuant to the provisions of a valid variance under, all zoning Laws, ordinances and regulations of Governmental Authorities having jurisdiction thereof in all material respects and, the construction, use and operation of the LLC Member Real Property by the LLC Member or its applicable Subsidiaries are in substantial compliance with all applicable Laws. Except as otherwise set forth on Section 3.09(c) of the CFP Disclosure Schedule, the LLC Member Real Property and the Restaurants or Convenience Stores located thereon are in a state of good maintenance and repair and are in good operating condition, normal wear and tear excepted, and otherwise conform with the requirements and standards set forth in the applicable Franchise Agreements, and (i) there are no material physical or mechanical defects in any of the LLC Member Real Property or the Restaurants or Convenience Stores, including, without limitation, the structural portions of the LLC Member Real Property and the Restaurants or Convenience Stores and the plumbing, heating, air conditioning, electrical, mechanical, life safety and other systems therein, and all such systems are in good operating condition and repair, normal wear and tear excepted, (ii) there are no material ongoing repairs to the LLC Member Real Property or the Restaurants or Convenience Stores located thereon being made by or on behalf of the LLC Member or its Subsidiaries or being made by or on behalf of any landlord and (iii) the roof of each Restaurant and Convenience Store is in good condition and free of leaks. Except as otherwise set forth in Section 3.09(c) of the CFP Disclosure Schedule, all necessary occupancy and other certificates and Permits, municipal and otherwise, for the lawful use and occupancy of the LLC Member Real Property for the purposes for which they are intended and to which they are presently devoted, including, without limitation, for the operation of a Restaurant or Convenience Store thereon, as applicable, have been issued and remain valid in all material respects. There are no pending or threatened Proceedings that would reasonably be expected to prohibit, restrict or impair such use and occupancy or result in the suspension, revocation, impairment, forfeiture or non-renewal of any such Permits. All notices of material violation of any Laws against or affecting any LLC Member Real Property have been complied with or are being contested in good faith. There are no outstanding correcting work orders of which the LLC Member has received written notice from any Governmental Authority or the owners of the Leased Real Property or any insurance carrier with respect to any LLC Member Real Property.

(d) The buildings and structures located in and comprising the Restaurants or Convenience Stores and that are used in connection with the operation of the LLC and its Subsidiaries' business comply in all material respects with the provisions of the ADA as in effect as of the later of the time each such building and structure was (i) put into service or (ii) last subject to a material remodel that required compliance with then-current ADA requirements.

(e) There are no condemnation or eminent domain or other Proceedings of any kind whatsoever for the taking of the whole or any part of any LLC Member Real Property for public or quasi-public use that are pending or, to the LLC Member's Knowledge, threatened against any LLC Member Real Property.

(f) The LLC Member Real Property and all improvements thereon represent all of the locations at which the LLC Member and its Subsidiaries conduct business relating to the Restaurants or Convenience Stores and are now, and at the Closing will be, the only locations where all of the material tangible assets of the LLC Member and its Subsidiaries are located.

(g) The LLC Member Real Property, collectively, constitutes all of the real property necessary to conduct the business of the LLC Member and its Subsidiaries as currently conducted and, following the Closing, will constitute all of the real property necessary to conduct the business of the LLC and its Subsidiaries in substantially the same manner as conducted by the LLC Member and its Subsidiaries immediately prior to the Closing.

(h) All water, sewer, gas, electric, telephone and drainage facilities, and all other utilities required by any Law or by the normal use and operation of each LLC Member Real Property and the Restaurants or Convenience Stores located thereon, are installed within the property lines of the respective LLC Member Real Property, are connected pursuant to valid Permits, are fully operable and are adequate to service the LLC Member Real Property and the Restaurants or Convenience Stores located thereon and to permit full compliance with all Laws and normal utilization of the LLC Member Real Property and the Restaurants or Convenience Stores located thereon.

(i) All material Permits, including, without limitation, proof of dedication, required from all Governmental Authorities having jurisdiction over the LLC Member Real Property for the normal use and operation of the applicable LLC Member Real Property and the Restaurants or Convenience Stores located thereon and to ensure adequate vehicular and pedestrian ingress to and egress from the applicable LLC Member Real Property and the Restaurants or Convenience Stores located thereon have been obtained. To the Knowledge of the LLC Member, the Easements are valid and binding, in full force and effect and enforceable in accordance with their respective terms. True, correct and complete copies of each certificate of occupancy and all amendments thereto to date for each Restaurant and Convenience Store that are in the possession of CFP or the LLC Member have been provided by the CFP Entities to Carrols.

(j) Except as set forth on Section 3.09(j) of the CFP Disclosure Schedule, to the LLC Member's Knowledge, there are no road closures, detours, highway, roadway or walkway improvement projects or any other public works projects in process, underway, proposed or planned in the next twenty-four (24) months from the date of this Agreement that would reasonably be expected to materially adversely affect ingress to and/or egress from any Restaurant or Convenience Store or have a material adverse effect on sales at any of the Restaurants or Convenience Stores.

Section 3.10 Franchise Agreements and Development Agreements.

(a) The LLC Member has delivered, or caused to be delivered, to Carrols a true, complete, and correct copy of the Franchise Agreements and the Development Agreements and all amendments thereto for the Restaurants and Convenience Stores. The LLC Member or its applicable Subsidiary owns all right, title and interest of the franchisee or developer, as applicable, in the Franchise Agreements and the Development Agreements, all free and clear of all Liens.

(b) Except as set forth on Section 3.10(b) of the CFP Disclosure Schedule, none of the LLC Member, the LLC or the LLC's Subsidiaries have received any written notification from BKC or Popeyes regarding, or otherwise have Knowledge of, any planned or proposed development of Restaurants by BKC, Popeyes, other franchisees of BKC or Popeyes or other third parties, including, but not limited to, target reservation agreements, development disputes, notices of potential target locations for new Restaurants or reopening of closed Restaurants (collectively, "New Restaurant Notices"), sales transfers studies received or ordered in connection with any New Restaurant Notices, development dispute analysis, denials of development rights, development rights granted, or any mediation or arbitration procedures or any other Proceedings in connection with a New Restaurant Notice or any development dispute.

Section 3.11 Intellectual Property.

(a) Section 3.11(a) of the CFP Disclosure Schedule contains a list of, as of the date hereof, (i) all Registered Intellectual Property owned by the LLC Member or any of its Subsidiaries, and the jurisdictions where each is registered (if any), along with appropriate identifying information, and (ii) material written licenses (other than "shrink wrap" or other licenses relating to software purchases for commercially available or "off the shelf" software) to which the LLC Member or any of its Subsidiaries is a party and under which Contracts licenses are granted to the LLC Member or its Subsidiaries by third parties pertaining to trademarks, service marks, trade names and registered copyrights which are material to and used in the business as currently conducted by the LLC Member or its Subsidiaries (each an "IP License").

(b) The LLC Member or its Subsidiaries have good and valid title to or possess the rights to use the material Intellectual Property owned by the LLC Member or its Subsidiaries, free and clear of all Liens other than Permitted Liens, and have paid as of the date hereof all material maintenance fees, renewals or expenses related to such material Intellectual Property of the LLC Member or any of its Subsidiaries such that none has been abandoned.

(c) The LLC Member or its Subsidiaries have the rights to use, execute, reproduce, display, perform, modify, enhance, distribute, prepare derivative works of, license and transfer, as applicable, such Intellectual Property of the LLC Member or any of its Subsidiaries.

(d) Neither the LLC Member nor the conduct of the business of the LLC Member and its Subsidiaries in the ordinary course, misappropriates, infringes upon or conflicts with any Intellectual Property rights of any third party in any material respect. No Party has provided to the LLC Member or any of its Subsidiaries written notice of a claim (or, to the LLC Member's Knowledge, threatened to file a claim) during the past three (3) years against the LLC Member or its Subsidiaries alleging that it has violated, infringed on or otherwise improperly used the Intellectual Property rights of such Party.

Section 3.12 Material Contracts.

(a) Section 3.12(a) of the CFP Disclosure Schedule sets forth a true, correct and complete list of the following Contracts to which either the LLC Member or any of its Subsidiaries is a party, or by which the LLC Member or any of its Subsidiaries is otherwise bound, as of the date hereof (the "Material Contracts") (other than the LLC Member Benefit Plans set forth on Section 3.15(a) of the CFP Disclosure Schedule):

(i) all Contracts (including purchase orders) with suppliers or service providers under which the LLC Member or any of its Subsidiaries has made aggregate payments in excess of $100,000 since January 1, 2018 (other than construction-related Contracts under which all material obligations of each party have been fully performed and employment-related Contracts);

(ii) all Contracts (including purchase orders) under which the LLC Member or any of its Subsidiaries has received aggregate payments in excess of $100,000 since January 1, 2018;

(iii) any Contract for the employment or consultancy of any LLC Member Employee on a full-time, part-time or consulting basis, the terms of which (i) provide annual cash compensation to such LLC Member Employee that exceeds $100,000, (ii) provide for the payment to such LLC Member Employee of any cash or other compensation, benefits under any LLC Member Benefit Plan, or an equity option or grant, upon the sale of all or a material portion of the assets of, or a change of control of, the LLC Member or any of its Subsidiaries or (iii) restrict the ability of the LLC Member or any of its Subsidiaries to terminate the employment or services of any LLC Member Employee at any time without penalty or liability (other than at-will employment agreements with any LLC Member Employee which do not commit the LLC Member or any of its Subsidiaries to pay severance, termination or other similar payments and which are terminable without prior notice);

(iv) any collective bargaining agreement or any other Contract with any labor union or labor organization representing or, to the LLC Member's Knowledge, purporting or attempting to represent any LLC Member Employees;

(v) all (A) leases relating to the Leased Real Property or the Owned Real Property and (B) leases or licenses for material tangible personal properties or assets of the LLC Member or any of its Subsidiaries pursuant to which the LLC Member of any of its Subsidiaries makes or receives aggregate payments in excess of $50,000 per annum;

(vi) all Contracts that provide for an increased payment or benefit, or accelerated vesting, upon the execution of this Agreement or the Closing in connection with the transactions contemplated by this Agreement or the other Transaction Agreements.

(vii) all Contracts pursuant to which any Indebtedness of the LLC Member or any of its Subsidiaries in excess of $50,000 is outstanding or may be incurred, including any loan or credit agreement, note, bond, mortgage, indenture, letter of credit, interest rate or currency hedging arrangement or other similar agreement or instrument;

(viii) all Contracts (other than Franchise Agreements and Development Agreements) containing covenants that materially restrict the right or freedom of the LLC Member or any of its Subsidiaries or, after the Closing, will materially restrict the right or freedom of NewCRG or any of its Affiliates (other than the LLC Member), to (A) engage in any line of business or compete with any Person, (B) conduct any commercial activity in any geographic area, or (C) solicit any Person to enter into a business or employment relationship, or enter into such a relationship with any Person;

(ix) all Contracts entered into primarily to impose any obligation of confidentiality or nondisclosure between the LLC Member and/or any of its Subsidiaries, on the one hand, and any other Person, on the other hand;

(x) all Contracts (other than contracts with customers, vendors or suppliers entered into in the ordinary course of business) requiring the LLC Member or any of its Subsidiaries to indemnify or hold harmless any Person whereby the LLC Member or any of its Subsidiaries is responsible for indemnification obligations in excess of $100,000;

(xi) all Contracts involving the settlement of any Proceeding or threatened Proceeding which will (i) involve payments by the LLC Member or any of its Subsidiaries after the date of the Latest Balance Sheet of consideration in excess of $100,000 or (ii) impose on the LLC Member or any of its Subsidiaries monitoring or reporting obligations to any other Person outside the ordinary course of business;

(xii) all Contracts entered into since January 1, 2016 relating to the acquisition or sale of any Restaurant, Convenience Store or any other material assets of the LLC Member and its Subsidiaries and involving a purchase price in excess of $750,000; and

(xiii) all Franchise Agreements and Development Agreements.

(b) All Material Contracts are valid, legal, binding and in full force and are currently enforceable against the LLC Member or a Subsidiary, as applicable, and are and as of the Closing will be, if not previously terminated or expired in accordance with their respective terms, to the Knowledge of the LLC Member, enforceable in all material respects against the other party or parties thereto in accordance with the express terms thereof, subject to bankruptcy, insolvency, reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general principles of equity. The LLC Member and each of its Subsidiaries (to the extent party thereto) have properly conducted and paid all material amounts to be paid by the LLC Member or any of its Subsidiaries and otherwise performed all material obligations required to be performed by them under such Material Contracts and neither the LLC Member nor any of its Subsidiaries has received any notice that it is in material default under or in material breach of any such Material Contract. To the LLC Member's Knowledge, (i) no event has occurred which with the passage of time or the giving of notice or both would result in a material default, material breach or event of material noncompliance by the LLC Member or any of its Subsidiaries under any such Material Contract; (ii) no other party to any such Material Contract is in material breach thereof or material default thereunder and none of the LLC Member or any of its Subsidiaries has received any notice of termination, cancellation, breach or default under any such Material Contract; and (iii) there are no renegotiations of, attempts to renegotiate, or outstanding rights to renegotiate any material amounts paid or payable to the LLC Member or any of its Subsidiaries under any of the Material Contracts with any Person and no such Person has made written demand for such renegotiation.

(c) A true, correct and complete copy of each written Material Contract and an accurate written description setting forth the terms and conditions of each oral Material Contract have been delivered to Carrols.

Section 3.13 Taxes. The LLC Member and each of its Subsidiaries (a) have duly and timely filed, or have caused to be duly and timely filed, all Tax Returns required to be filed by them (taking into account any extension of time within which to file) and all such Tax Returns are complete and accurate in all material respects and were prepared in material compliance with all applicable Laws; (b) have, in all material respects, paid all Taxes that are required to be paid (whether or not shown on any Tax Return) including those that the LLC Member or any of its Subsidiaries are obligated to deduct or withhold from amounts owing to any employee, creditor or other third party, except, in either case, with respect to matters contested in good faith through appropriate proceedings or for which adequate reserves have been established; and (c) have not waived any statute of limitations with respect to Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency where such waiver or extension is currently in effect. There are no audits, examinations, investigations, deficiencies, claims or other Proceedings in respect of Taxes or Tax matters pending or, to the LLC Member's Knowledge, threatened in writing. Neither the LLC Member nor any of its Subsidiaries has received notice in writing of any claim made by any Governmental Authority in a jurisdiction where it does not file Tax Returns that the LLC Member or any of its Subsidiaries is or may be subject to taxation by that jurisdiction. Neither the LLC Member nor any of its Subsidiaries has constituted either a "distributing corporation" or a "controlled corporation" in a distribution of stock intended to qualify for tax-free treatment under Section 355 of the Code in the two years prior to the date of this Agreement. Neither the LLC Member nor the LLC has participated or is currently participating, in a "listed transaction" as defined in Treasury Regulation Section 1.6011-4(b)(2). Neither the LLC Member nor any of its Subsidiaries (i) have any liability for Taxes of any Person (other than the LLC Member or any of its Subsidiaries) under Treasury Regulation Section 1.1502-6 (or any comparable provision of local, state or non-U.S. Law), as a transferee or successor, by Contract, or otherwise or (ii) is a party to, bound by, or has any liability under any Tax sharing, allocation or indemnification agreement or similar arrangement, in each case, other than any Contract entered into in the ordinary course of business, the principal purpose of which does not relate to Tax matters. Each of the LLC Member, the LLC, and each of its Subsidiaries is, and has been since its formation, treated as disregarded as separate from its owner or as a partnership for all U.S. federal income Tax purposes, other than Mirabile Investment Corporation, which is treated as a corporation for U.S. federal income tax purposes.

Section 3.14 Tax Qualification. Neither CFP nor any of its Subsidiaries has taken or agreed to take any action or is aware of any fact or circumstance that would, or would be reasonably likely to, prevent the Mergers from qualifying for the Intended Tax Treatment.

Section 3.15 LLC Member Benefit Plans.

(a) Section 3.15(a) of the CFP Disclosure Schedule sets forth a true, correct and complete list of each LLC Member Benefit Plan. The LLC Member has made available to Carrols true, correct and complete copies (or, if a plan or arrangement is not written, a written description of the material terms) of (to the extent applicable): (i) the current plan document for each LLC Member Benefit Plan and amendments thereto; (ii) any related trust agreement, service provider agreements or underlying insurance contract, funding arrangement, or administrative and service provider agreements now in effect; (iii) the most recent determination, opinion or advisory letter received regarding the tax-qualified status of each LLC Member Benefit Plan that is intended to be qualified under Section 401(a) of the Code; (iv) the most recent financial statement for each LLC Member Benefit Plan; (v) the Form 5500 Annual Returns/Reports and Schedules for the most recent plan year for each LLC Member Benefit Plan; (vi) the current summary plan description for each LLC Member Benefit Plan; and (vii) the most recent actuarial valuation report related to any LLC Member Benefit Plan.

(b) Neither the LLC Member nor any of its Subsidiaries sponsors, maintains, contributes to or has any obligation to contribute to, or has any liability with respect to (including on account of any ERISA Affiliate): a "multiemployer plan" (as defined in Section 4001(a)(3) of ERISA); a "multiple employer plan" described in Section 413(c) of the Code; a "multiple employer welfare arrangement" described in Section 3(40) of ERISA; or an "employee pension benefit plan" within the meaning of Section 3(2) of ERISA that is or was subject to Title IV of ERISA or Section 412 of the Code, and, neither the LLC Member nor any of its Subsidiaries has, within the last five (5) years, contributed to, been required to contribute to, or otherwise had any obligation or liability in connection with any such foregoing plans (including on account of any ERISA Affiliate). Neither the LLC Member nor any of its Subsidiaries has incurred any withdrawal liability within the meaning of Section 4201 of ERISA to any multiemployer plan (as defined in Section 4001(a)(3) of ERISA), and no event has occurred that presents a material risk of the occurrence of any withdrawal from any multiemployer plan (as defined in Section 4001(a)(3) of ERISA) that could result in any liability to the LLC Member or any of its Subsidiaries to any such multiemployer plan.

(c) Each LLC Member Benefit Plan has been maintained and administered in all material respects in accordance with its terms and in all material respects in compliance with applicable Laws, including ERISA and the Code. Each LLC Member Benefit Plan intended to be "qualified" within the meaning of Section 401(a) of the Code and the trusts maintained thereunder that are intended to be exempt from taxation under Section 501(a) of the Code has received a favorable determination letter from the IRS (or, with respect to any LLC Member Benefit Plan that is a qualified "pre-approved" plan, the sponsor of such pre-approved plan has received an opinion letter or advisory letter from the IRS), and nothing has occurred since the issuance of such letters for any LLC Member Benefit Plan to cause the revocation of qualification under the Code of any such plans.

(d) To the LLC Member's Knowledge, there has been no prohibited transaction (within the meaning of Section 406 of ERISA or Section 4975 of the Code and other than a transaction that is exempt under a statutory or administrative exemption) with respect to any LLC Member Benefit Plan that could result in a material liability to the LLC Member or any of its Subsidiaries. No LLC Member Benefit Plan provides post-termination or retiree health benefits to any LLC Member Employee or any dependent thereof, except as may be required by COBRA or other applicable Law, and neither the LLC Member nor any of its Subsidiaries has any liability to provide post-termination or retiree health benefits to any LLC Member Employee or any dependent thereof, except to the extent required by COBRA or other applicable Law. Each LLC Member Benefit Plan that is subject to Section 409A of the Code has been operated in compliance with such section and all applicable regulatory guidance (including, without limitation, proposed regulations, notices, rulings, and final regulations).

(e) There is no pending or, to the LLC Member's Knowledge, threatened, Proceeding (other than a routine claim for benefits) with respect to any LLC Member Benefit Plan that would reasonably be expected to result in a material liability to the LLC Member or any of its Subsidiaries. To the LLC Member's Knowledge, neither the LLC Member, nor any of its Subsidiaries has any material liability under Section 502 of ERISA. No material excise tax has been, or to the LLC Member's Knowledge, could reasonably be expected to be, imposed upon the LLC Member or its Subsidiaries under Chapter 43 of the Code.

(f) The execution, delivery and performance of, and consummation of the transactions contemplated by, this Agreement and the other Transaction Agreements will not (i) entitle any LLC Member Employee to any additional compensation, including severance pay, unemployment compensation or any other payment; (ii) result in any payment becoming due, or increase the amount of any compensation due, to any LLC Member Employee; (iii) accelerate the time of payment or vesting of any benefits to any LLC Member Employee; (iv) result in payment of any amount that could, individually or in combination with any other such payment, constitute an "excess parachute payment" under Section 280G(b)(1) of the Code; or (v) trigger or impose any restriction or imposition on the rights of the LLC Member or any of its Subsidiaries to amend or terminate any LLC Member Benefit Plan. Except as set forth on Section 3.15(f) of the CFP Disclosure Schedule, neither the LLC Member nor any of its Subsidiaries has any obligation to provide or make available post-employment health benefits or health coverage for any LLC Member Employee, except as may be required under COBRA.

(g) Except as would not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect, the LLC Member and each of its Subsidiaries has complied, in all material respects, with the applicable requirements under the Affordable Care Act, the Code, ERISA, COBRA, HIPAA, and other federal requirements for employer-sponsored health plans, and any corresponding requirements under state statutes, with respect to each LLC Member Benefit Plan that is a group health plan within the meaning of Section 733(a) of ERISA, Section 5000(b)(1) of the Code, or such state statute.

Section 3.16 Labor Relationships.

(a) The LLC Member has made available to Carrols a true, correct and complete list (which shall be updated as set forth in Section 7.07(a)) of the names of all individuals employed by the LLC Member or any of its Subsidiaries (including any individual on a leave of absence), including the individual's name, position, hire date, status as full-time or part-time, designation as exempt or non-exempt from the minimum wage and overtime requirements of the Fair Labor Standards Act and applicable state Laws, base salary or hourly wage rate, commission, bonus or other compensation paid during the prior fiscal year, and the location at which such individual is employed or provides services (the "CFP Employee List"). Except as would not result in a material liability to the LLC Member or any of its Subsidiaries, individually or in the aggregate, all employees of the LLC Member and its Subsidiaries who are classified as exempt from the minimum wage and overtime requirements of the Fair Labor Standards Act and applicable state labor Laws are within the requirements of such applicable Laws and are properly treated as exempt employees under such applicable Laws.

(b) Except as set forth on Section 3.16(b) of the CFP Disclosure Schedule, neither the LLC Member nor any of its Subsidiaries is a party to any Contract with any natural person currently retained and characterized and treated by the LLC Member or any of its Subsidiaries as a consultant or independent contractor. Neither the LLC Member nor any of its Subsidiaries is currently, and has not been in the past three (3) years, a party to any Contract with any professional employer organization or temporary staffing agency pursuant to which such organization or agency co-employed employees of the LLC Member or any of its Subsidiaries.

(c) Neither the LLC Member nor any of its Subsidiaries is a party to, or bound by, any collective bargaining agreements or other Contracts with any labor unions or labor organizations representing or, to the LLC Member's Knowledge, purporting or attempting to represent the LLC Member Employees. There is no (i) material unfair labor practice, material labor dispute (excluding, for the avoidance of doubt, routine individual grievances) or labor arbitration proceeding pending or, to the LLC Member's Knowledge, threatened against the LLC Member or any of its Subsidiaries, (ii) to the LLC Member's Knowledge, activity or Proceeding by a labor union or representative thereof to organize any employees of the LLC Member or any of its Subsidiaries, or (iii) lockouts, strikes, slowdowns, work stoppages or threats thereof by or with respect to such employees, and during the last three years there has not been any such action. None of the LLC Member Employees are represented by a labor organization, work council, or trade union with respect to their employment by the LLC Member or any of its Subsidiaries and, to the LLC Member's Knowledge, there is no organizing activity, Proceedings, election petition, union card signing or other union activity, or union organizing campaigns of or by any labor organization, trade union, or work council directed at the LLC Member or any of its Subsidiaries, or any LLC Member Employees (in their capacity as such).

(d) There has been no "mass layoff" or "plant closing" as defined by the Worker Adjustment and Retraining Notification Act of 1988 (the "WARN Act") or similar state or local applicable Law in respect of the LLC Member or any of its Subsidiaries in the past three years.

(e) Neither the LLC Member nor any of its Subsidiaries has any material liability, whether absolute or contingent, with respect to any misclassification of any Person who has been retained by the LLC Member or any of its Subsidiaries in the past three years as an independent contractor rather than an employee.

(f) There are no charges, appeals or Proceedings against the LLC Member or any of its Subsidiaries pending or, to the LLC Member's Knowledge, threatened in writing, before or by the Equal Employment Opportunity Commission, the Department of Labor, Occupational Safety and Health Administration, the National Labor Relations Board or any other comparable Governmental Authority for which the maximum amount claimed or in controversy exceeds $50,000 or that otherwise, individually or in the aggregate has had or could reasonably be expected to have a Material Adverse Effect. Except as set forth in Section 3.16(f) of the CFP Disclosure Schedule, neither the LLC Member nor any of its Subsidiaries have received written notice during the last three years of the intent of any Governmental Authority responsible for the enforcement of labor, employment, occupational health and safety or workplace safety and insurance/workers compensation Laws to conduct an investigation of the LLC Member or any of its Subsidiaries and, to the LLC Member's Knowledge, no such investigation is in progress. There are no material outstanding assessments, penalties, fines, liens, charges, surcharges, or other amounts due or owing by the LLC Member or any of its Subsidiaries pursuant to any child labor, meal and rest break, wage and hour, workplace safety, or insurance Laws and neither the LLC Member nor any of its Subsidiaries has been reassessed in any material respect under such Laws during the last three years.

(g) Each of the employees of the LLC Member and its Subsidiaries are employed at will and may be terminated at any time by the LLC Member without the payment of any severance or other penalty and without any requirement that any advance notice be given in connection with such termination.

(h) To the LLC Member's Knowledge, all employees of the LLC Member or any of its Subsidiaries working in the United States are authorized to work in the United States. The LLC Member or its Subsidiaries maintains current files containing proof of work eligibility for all current and former employees of the LLC Member and its Subsidiaries to the extent as required by applicable Laws. No Proceeding is pending against the LLC Member or any of its Subsidiaries or, to the LLC Member's Knowledge, any employees thereof, that (A) alleges any failure to comply with any applicable Laws relating to immigration, or (B) seeks removal, exclusion or other restrictions on (I) such employee's ability to reside and/or accept employment lawfully in the United States and/or (II) the continued ability of the LLC Member or any of its Subsidiaries to sponsor employees for immigration benefits, and during the last three years there has not been any such Proceeding filed against the LLC Member or any of its Subsidiaries, or to the LLC Member's Knowledge, any employees thereof. No Proceeding is pending or, to the LLC Member's Knowledge, threatened against the LLC Member or any of its Subsidiaries with respect to compliance by the LLC Member or any of its Subsidiaries with applicable Laws relating to immigration in connection with the hiring practices of the LLC Member or any of its Subsidiaries.

(i) The LLC Member and each of its Subsidiaries is, and for the past four years has been, in compliance in all material respects with all applicable Laws pertaining to employment, employment practices, and terms and conditions of employment, including all Laws relating to hiring, labor relations, equal employment opportunities, fair employment practices, equal pay, background checks, wages, compensation, termination of employment, employment discrimination, harassment, retaliation, reasonable accommodation, disability rights or benefits, immigration, hours of work, working conditions, breaks, sick, vacation and other paid time off, minimum wage compensation, overtime compensation, child labor, plant closings, mass layoffs, occupational health and safety, workers' compensation, uniformed services employment, whistleblowers, leaves of absence, and unemployment insurance.

Section 3.17 Litigation. Except as set forth in Section 3.17 of the CFP Disclosure Schedule, there is no Proceeding pending or, to the LLC Member's Knowledge, threatened, against the LLC Member or any of its Subsidiaries or any of their respective properties or assets or, to LLC Member's Knowledge, any manager, director or officer of the LLC Member, the LLC or any of its Subsidiaries in such Person's capacity as such, for which the maximum amount claimed or in controversy exceeds $100,000 or that otherwise, individually or in the aggregate, has had or would reasonably be expected to have a Material Adverse Effect, nor is there any judgment outstanding against the LLC Member or any of its Subsidiaries that has had or could reasonably be expected to have a Material Adverse Effect. None of the LLC Member, any of its Subsidiaries or any of their respective properties or assets is subject to any Order of a Governmental Authority or judgment of an arbitrator, whether temporary, preliminary, or permanent, which would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. To the LLC Member's Knowledge, there are no inquiries or investigations by any Governmental Authority or internal investigations pending or, to the LLC Member's Knowledge, threatened against the LLC Member or any of its Subsidiaries, in each case regarding any accounting practices of the LLC Member or any of its Subsidiaries or any malfeasance by any officer, member, manager, employee or director of the LLC Member or any of its Subsidiaries.

Section 3.18 Compliance with Applicable Laws.

(a) During the past three (3) years (i) the LLC Member and its Subsidiaries have been, in material compliance with all applicable Laws relating to the operation and conduct of their businesses or any of their properties or facilities; and (ii) neither the LLC Member nor any of its Subsidiaries has received (x) written notice of any violation, alleged violation or potential violation of any such Laws that would, individually or in the aggregate, reasonably be expected to be material to the business of the LLC Member and its Subsidiaries, taken as a whole, (y) to the Knowledge of the LLC Member, non-written notice of any violation, alleged violation or potential violation of any such Laws that would, individually or in the aggregate, reasonably be expected to be material to the business of the LLC Member and its Subsidiaries, taken as a whole, or (z) written notice of an obligation on the part of the LLC Member or any of its Subsidiaries to undertake, or to bear all or any portion of the cost of, any remedial action that would, individually or in the aggregate, reasonably be expected to be material to the business of the LLC Member and its Subsidiaries, taken as a whole.

(b) No event has occurred during the past three (3) years, and no condition exists, that would reasonably be expected to (with or without notice or lapse of time) constitute or result directly or indirectly in (x) a material violation by the LLC Member or any of its Subsidiaries of, or a failure on the part of the LLC Member or any of its Subsidiaries to comply, in all material respects, with any applicable Law relating to the operation and conduct of their businesses or any of their properties or facilities or (y) any obligation on the part of the LLC Member or any of its Subsidiaries to undertake, or to bear all or any portion of the cost of, any remedial action, in the case of (y), that would, individually or in the aggregate, reasonably be expected to be material to the business of the LLC Member and its Subsidiaries, taken as a whole.

Section 3.19 Environmental Matters. Except as set forth in Section 3.19 of the CFP Disclosure Schedule or as would not reasonably be expected to be, individually or in the aggregate, material to the LLC Member or its Subsidiaries:

(a) The LLC Member and its Subsidiaries hold and, for the past five (5) years, have complied with all Environmental Permits, and, otherwise have complied with all applicable Environmental Laws;

(b) The LLC Member and its Subsidiaries have conducted their business and have used the LLC Member Real Property for the past five (5) years in compliance with all applicable Environmental Laws;

(c) Neither the LLC Member nor any of its Subsidiaries have received any written Environmental Claim and, to the LLC Member's Knowledge, there is no threatened Environmental Claim (i) against the LLC Member or its Subsidiaries, or (ii) against any Person whose liability for Environmental Claims the LLC Member or any of its Subsidiaries may have assumed contractually or by operation of law with respect to the LLC Member Real Property or the LLC Member and its Subsidiaries or their business;

(d) To the LLC Member's Knowledge, there is no Environmental Condition at, under, or emanating from, the LLC Member Real Property;

(e) Neither the LLC Member nor its Subsidiaries have treated, stored, disposed of, arranged for or permitted the disposal of, transported, handled, or Released any Hazardous Materials, or owned or operated the LLC Member Real Property in such manner as has given rise to any liabilities (contingent or otherwise) or investigative, corrective or remedial obligations, of the LLC Member or its Subsidiaries pursuant to CERCLA or any other Environmental Laws, and to the LLC Member's Knowledge, no Environmental Lien has attached to the LLC Member Real Property;

(f) Neither the LLC Member nor its Subsidiaries have entered into any consent order or other similar agreement with any Governmental Authority, other than the Environmental Permits, that imposes obligations under Environmental Laws on the LLC Member or any of its Subsidiaries;

(g) Neither the LLC Member nor its Subsidiaries have, either expressly or by operation of Law, assumed or undertaken any liability, including without limitation any obligation for corrective or Remedial Action, of any other Person arising under Environmental Laws;

(h) To the LLC Member's Knowledge, the LLC Member Real Property is not listed or proposed for listing on the National Priorities List pursuant to CERCLA, or listed on the Comprehensive Environmental Response Compensation Liability Information System List, or any similar state list of sites; and

(i) The LLC Member has made available to Carrols all environmental investigation reports, including any Phase I or Phase II assessment reports, concerning the LLC Member Real Property that concern any material Environmental Condition on, under or in the LLC Member Real Property, in each case, that are in the possession of the LLC Member or its Subsidiaries, which Environmental Condition is not otherwise disclosed in another environmental investigation report made available to Carrols.

Section 3.20 Licenses and Permits. The LLC Member and each of its Subsidiaries hold all material Permits that are necessary for the LLC Member and its Subsidiaries to own, lease and operate their respective properties or to conduct their businesses as presently conducted. All of such Permits are in full force and effect and will remain in full force and effect immediately following the Closing. The LLC Member and each of its Subsidiaries are in compliance with the terms of all applicable Permits in all material respects. Neither the LLC Member nor its Subsidiaries have received written notice that any such Permit has been, will be or may be revoked, cancelled, suspended or materially adversely modified, or will not be renewed, and no Proceeding is pending or, to its Knowledge, threatened against the LLC Member or any of its Subsidiaries with respect to the revocation, cancellation, suspension or materially adverse modification of any such Permit.

Section 3.21 Brokers and Other Fees.

(a) Except as set forth on Section 3.21(a) of the CFP Disclosure Schedule, there is no investment banker, broker, finder or other similar intermediary that has been retained by or is authorized to act on behalf of the LLC Member or its partners who is entitled to any fee or commission in connection with the transactions contemplated by this Agreement or any other concurrent or similar transaction process. All fees, commissions or like payments to any Person listed on Section 3.21(a) of the CFP Disclosure Schedule shall be paid at Closing and, following the Closing, none of the CFP Surviving Entity, Carrols Surviving Entity or NewCRG or any of their respective Affiliates will have any obligation of any kind with respect to the matters or agreements listed on Section 3.21(a) of the CFP Disclosure Schedule.

(b) Except as set forth in Section 3.21(b) of the CFP Disclosure Schedule, there are no contracts, commitments, understandings or arrangements of any kind for payment of any incentive fees, bonuses, success fees, change in control payments and other similar compensation of any kind in connection with the transactions contemplated by this Agreement or any other concurrent or similar transaction process, in each case, for which the LLC or any of its Subsidiaries is or may become liable.

Section 3.22 Assets. The LLC Member and its Subsidiaries have good and marketable title to, or valid leasehold interests in, all the material tangible properties and assets used by the LLC Member and its Subsidiaries in the operation and conduct of their respective businesses, located on the LLC Member Real Property or shown on the Latest Balance Sheet (except for properties and assets sold or disposed of in the ordinary course of business since the date of the Latest Balance Sheet) or acquired thereafter (the "Tangible Assets"), free and clear of all Liens, other than Permitted Liens. The Tangible Assets are in good operating condition (normal wear and tear excepted), and are fit in all material respects for use for their intended purpose in the ordinary course of business and are otherwise in material conformity with the requirements and standards set forth in the applicable Franchise Agreements. The Tangible Assets are all the material tangible properties and assets necessary to conduct the business of the LLC Member and its Subsidiaries as currently conducted and, following the Closing, will constitute all of the Tangible Assets necessary to conduct the business of the LLC and its Subsidiaries in substantially the same manner as conducted by the LLC, the LLC Member and its Subsidiaries immediately prior to the Closing.

Section 3.23 Certain Business Practices; OFAC.

(a) Neither the LLC Member nor any of its Subsidiaries nor (to the LLC Member's Knowledge) any director, officer, agent or employee of the LLC Member or any of its Subsidiaries at the direction of or on behalf of the LLC Member or any of its Subsidiaries has directly or indirectly (a) used any funds for unlawful contributions, gifts, entertainment or other unlawful expenses relating to political activity or for the business of the LLC Member or any of its Subsidiaries, (b) made any unlawful payment to foreign or domestic government officials or employees or to foreign or domestic political parties or campaigns or violated any provision of the Foreign Corrupt Practices Act of 1977, (c) made any other unlawful payment under any applicable Law relating to anti-corruption, bribery, or similar matters or (d) otherwise participated in illegal activities in each case, that has had or could reasonably be expected to be material to the LLC Member or its Subsidiaries, individually or in the aggregate.

(b) The LLC Member and its Affiliates, (i) are currently and, during the past five (5) years, have been in full compliance with all Patriot Act Related Laws (defined below), and (ii) are not and have never been a person or other entity: (A) that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order; (B) owned or controlled by, or acting for or on behalf of, any Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order; (C) with whom a party is prohibited from dealing or otherwise engaging in any transaction by any anti-money laundering Law; (D) who commits, threatens or conspires to commit or support "terrorism" as defined in the Executive Order; (E) that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Department of the Treasury, Office of Foreign Assets Control, at its official website, http://www.ustreas.gov/offices/enforcement/ofac/ or at any replacement website or other replacement official publication of that list; or (F) who is an affiliate of a person or entity listed above.

Section 3.24 Insurance. Section 3.24 of the CFP Disclosure Schedule sets forth a true and complete list of all current policies or binders of fire, liability, product liability, umbrella liability, real and personal property, workers' compensation, vehicular, fiduciary liability and other casualty and property insurance maintained by the LLC Member or its Affiliates and relating to business of the LLC Member and its Subsidiaries, (collectively, the "Insurance Policies"), all of which are in full force and effect. Each of the LLC Member and its Subsidiaries is in material compliance with all Insurance Policies. There are no claims pending under any such Insurance Policies as to which coverage has been denied, or disputed or in respect of which there is an outstanding reservation of rights. All premiums due on such Insurance Policies have been paid. All such Insurance Policies (x) are in full force and effect and enforceable in accordance with their terms and (y) have not been subject to any lapse in coverage. None of the LLC Member, its Subsidiaries or any of its Affiliates is in default under, or has otherwise failed to comply with, in any material respect, any provision contained in any such Insurance Policies. The Insurance Policies are of the type and in the amounts customarily carried by Persons conducting a business similar to the businesses of the LLC Member and its Subsidiaries and are sufficient for compliance with all applicable Laws and Contracts to which the LLC Member or any of its Subsidiaries is a party or by which it is bound. Except as disclosed in Section 3.24 of the CFP Disclosure Schedule, all of the Insurance Policies will be continued in full force and effect up to and including the Closing Date. Except as disclosed in Section 3.24 of the CFP Disclosure Schedule, since January 1, 2018, no insurer has denied the coverage of, or has delivered a notice of material limitation of coverage or a notice that a defense will be afforded with reservation of rights with respect to, any claim under any Insurance Policy of the LLC Member, and except as disclosed in Section 3.24, no insurer has provided any notice of cancellation or any other indication. To the LLC Member's Knowledge, no insurer plans to cancel any Insurance Policy of the LLC Member or materially raise the premiums or materially alter the coverage under any Insurance Policy of the LLC Member in a manner adverse to the LLC Member.

Section 3.25 Affiliate Transactions. Except as set forth on Section 3.25 of the CFP Disclosure Schedule, no Related Party (a) is a party to any Contract (other than contracts for employment of such Related Party) with the LLC Member or any of its Subsidiaries, (b) to the Knowledge of the LLC Member, has any direct or indirect financial interest in, or is an officer or director of, any franchisor or any significant competitor, supplier, licensor, distributor, lessor, independent contractor or customer of the LLC Member or any of its Subsidiaries (it being agreed, however, that the passive ownership of securities listed on any national securities exchange representing no more than five percent of the outstanding voting power of any Person shall not be deemed to be a "financial interest" in any such Person), (c) to the Knowledge of the LLC Member, has any material interest in any property, asset or right used by the LLC Member or any of its Subsidiaries or necessary for their respective businesses (other than an indirect and passive interest), (d) has outstanding any Indebtedness in excess of $50,000 owed to the LLC Member or any of its Subsidiaries or (e) has received funds in excess of $50,000 directly from the LLC Member or any of its Subsidiaries since the date of the Latest Balance Sheet, or is the obligee or beneficiary of any liability of the LLC Member or any of its Subsidiaries in excess of $50,000, in each case, except for employment-related compensation or liabilities therefor received or payable in the ordinary course of business.

Section 3.26 Exclusivity. There are no agreements with any party other than Carrols, direct or indirect, for the sale or disposition of any or all of the Restaurants or Convenience Stores or any material assets of the LLC or its Subsidiaries, other than the rights of first refusal held by BKC or Popeyes or their respective Affiliates under the applicable Franchise Agreements.

Section 3.27 Information Security and Data Privacy Laws.

(a) Compliance with Information Security and Data Privacy Laws. The LLC Member and its Subsidiaries are, and have been for the past five (5) years in compliance, in all material respects, with the following Laws, to the extent applicable to the LLC Member and its Subsidiaries and solely to the extent related to the collection, use, disclosure, and protection of personal data: (i) the Fair Credit Reporting Act (FCRA) of 1970, as amended; (ii) the Controlling the Assault of Non-Solicited Pornography and Marketing Act (CAN-SPAM); (iii) the Privacy Act of 1974, as amended; (iv) the Right to Financial Privacy Act of 1978, as amended; (v) the Privacy Protection Act of 1980, as amended; (vi) the Electronic Communications Privacy Act (ECPA) of 1986, as amended; (vii) the Video Privacy Protection Act (VPPA) of 1988, as amended; (viii) the Telephone Consumer Protection Act (TCPA) of 1991, as amended; (ix) the Telecommunications Act of 1996, as amended; (x) HIPAA; (xi) the Children's Online Privacy Protection Act (COPPA) of 1998, as amended; (xii) the Financial Modernization Act (Graham-Leach-Bliley Act (GLBA)) of 2000, as amended; (xiii) state Laws governing the use of electronic communications, e.g., email, text messaging, telephone, paging and faxing; (xiv) state Laws governing the use of information collected online, state Laws requiring privacy disclosures to consumers, state data breach notification Laws, state Laws investing individuals with rights in or regarding data about such individuals and the use of such data, and any state Laws regarding the safeguarding of data, including encryption; and (xv) to the extent binding on the LLC Member or its Subsidiaries under applicable Law, any relevant Federal or state guidelines or recommended best practices for information security and data privacy, including, but not limited to, the National Institute of Standards and Technology (NIST) Framework for Improving Critical Infrastructure Cybersecurity (Cybersecurity Framework) and Federal Trade Commission (FTC) privacy guidelines (collectively, "Information Security and Data Privacy Laws").

(b) Information Security and Data Privacy Complaints and Investigations. There are no pending or, to the LLC Member's Knowledge, threatened Proceedings against the LLC Member or any of its Subsidiaries that allege either (i) a material security breach of any information security, including, but not limited to, a network intrusion, incident involving Personal Information, or data breach of the LLC Member and its Subsidiaries' computer or other electronic systems; or (ii) a violation of any person's privacy, personal or confidential rights under the LLC Member or its Subsidiaries' information security or data privacy practices or any Information Security and Data Privacy Laws.

(c) Security Breaches and Unauthorized Access. To the LLC Member's Knowledge, during the past five (5) years, there has been no breach of the LLC Members' and its Subsidiaries' computer or other electronic systems, including any unauthorized access to, acquisition of, disclosure of, or loss of data possessed or controlled by the LLC Member or its Subsidiaries, including through any of its third-party vendors; and no such third party vendors provided written notice of any such unauthorized access, acquisition, disclosure or loss specifically to the LLC Member, and neither the LLC Member nor any of its Subsidiaries has received within the past five (5) years any written notices or complaints from any Person with respect thereto.

(d) Effect of the Transaction on Personal Information. Neither (i) the execution, delivery, or performance of this Agreement and the other Transaction Agreements by the CFP Entities or (ii) the consummation of any of the transactions contemplated hereby or thereby, will result in any material breach or violation of any internal privacy policy of the LLC Member or its Subsidiaries or any Information Security and Data Privacy Laws pertaining to the collection, use, disclosure, or protection of Personal Information. Upon the Closing, the CFP Surviving Entity will continue to have the right to use such Personal Information on substantially similar terms and conditions as the LLC Member and its Subsidiaries' enjoyed immediately prior to the Closing.

Section 3.28 Investment Representations. The LLC Member:

(a) agrees that it shall acquire any shares of NewCRG Stock issued to it pursuant to this Agreement (the "Securities") for investment and for the LLC Member's own account and not as a nominee or agent for any other Person and with no present intention of distributing or reselling such NewCRG Stock or any part thereof in any transactions that would be in violation of the Securities Act or any state securities or "blue-sky" Laws;

(b) understands (i) that the Securities have not been registered for sale under the Securities Act or any state securities or "blue-sky" Laws in reliance upon exemptions therefrom, which exemptions depend upon, among other things, the bona fide nature of the investment intent of the LLC Member as expressed herein, (ii) that the Securities must be held indefinitely and not sold until such Securities are registered under the Securities Act and any applicable state securities or "blue-sky" Laws, unless an exemption from such registration is available, (iii) that, except as provided in the Registration Rights and Stockholders' Agreement, NewCRG is under no obligation to so register the Securities and (iv) that the certificates evidencing any Securities not so registered will be imprinted with a legend in the form set forth in the Registration Rights Agreement and Stockholders' Agreement;

(c) has had the opportunity to read and review the Carrols SEC Reports;

(d) has had an opportunity to ask questions of and has received satisfactory answers from the officers of Carrols or NewCRG or Persons acting on behalf of Carrols or NewCRG concerning NewCRG and Carrols and the terms and conditions of an investment in the Securities;

(e) is aware of Carrols's and NewCRG's business affairs and financial condition and has acquired sufficient information about NewCRG to reach an informed and knowledgeable decision to acquire the Securities to be issued to the LLC Member;

(f) understands that an investment in the Securities involves a substantial degree of risk and acknowledges that no representation has been made regarding the future performance of NewCRG or Carrols or the future market value of the Securities;

(g) has such knowledge and experience in financial and business matters, knows of the high degree of risk associated with investments generally, is capable of evaluating the merits and risks of acquiring and holding the Securities, is able to bear the economic risk of an investment therein in the amount contemplated and can afford to suffer a complete loss of its investment in the Securities acquired by the LLC Member; and

(h) is an "accredited investor" as such term is defined in Rule 501 under the Securities Act.

Section 3.29 No Additional Representations.

(a) Except for the representations and warranties made by the LLC Member and the LLC in this ARTICLE III and CFP in ARTICLE IV, and any certificate delivered by or on behalf of any CFP Entity hereunder, neither the CFP Entities nor any other Person makes, and each other Party hereby agrees that it is not relying upon and has not relied upon, any express or implied representation or warranty (including as to the accuracy or completeness of any such representation or warranty) with respect to the CFP Entities or their business, operations, assets, liabilities, conditions (financial or otherwise) or prospects, and the CFP Entities hereby disclaim any such other representations or warranties. Notwithstanding the foregoing, the provisions of this Section 3.29(a) shall not prevent or limit in any way any liability or cause of action on the account of Fraud committed by any CFP Entity.

(b) The LLC Member and the LLC acknowledge and agree that, (i) except for the representations and warranties expressly made by Carrols in ARTICLE V and in any certificate delivered by or on behalf of Carrols hereunder, neither Carrols nor any other Person makes any express or implied representation or warranty, at law or in equity, with respect to any matter, including with respect to Carrols, its Subsidiaries or its respective businesses, assets, liabilities, operations, conditions or prospects and including with respect to merchantability or fitness for any particular purpose, and any such other representations or warranties are hereby expressly disclaimed and (ii) no Person has been authorized by Carrols to make any representation or warranty on its behalf and any such purported representation or warranty cannot be relied upon in any manner.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF CFP

Except as set forth in applicable section or sections of the CFP Disclosure Schedule noted below, CFP represents and warrants to Carrols, as of the date hereof and as of the Closing Date, as follows:

Section 4.01 Ownership of/Title to Securities. CFP holds of record and owns beneficially, and holds good and marketable title to, and has rightful possession of, all of the membership interests of the LLC Member, free and clear of any Liens other than restrictions on transfer arising under applicable federal and state securities Laws. Neither CFP nor the LLC Member is a party to any option, warrant, purchase right, or other contract or commitment that would require the LLC Member to sell, transfer or otherwise dispose of the LLC Membership Interest (other than this Agreement). Neither CFP nor the LLC Member is a party to any voting trust, proxy, or other agreement or understanding with respect to the voting of the LLC Membership Interest.

Section 4.02 Authority; Execution and Delivery, Enforceability. CFP is a limited liability company duly organized, validly existing and in good standing under the Laws of the state of Delaware. CFP has all requisite limited liability company power and authority to enable it to own, lease and operate its properties, to carry on its business in all material respects as conducted on the date hereof, to execute and deliver this Agreement and each of the other Transaction Agreements to which it is, or is specified to be, a party and to consummate the transactions contemplated hereby and thereby. The execution and delivery by CFP of this Agreement and the other Transaction Agreements to which it is, or is specified to be, a party and the consummation by CFP of the transactions contemplated hereby and thereby have been duly authorized by all necessary company action on the part of CFP. CFP has duly executed and delivered this Agreement and, prior to or as of the Closing, will have duly executed and delivered each other agreement and instrument contemplated hereby to which it is, or is specified to be, a party, and (assuming the due authorization, execution and delivery by the Parties other than the CFP Entities) this Agreement constitutes, and each other agreement and instrument contemplated hereby to which CFP is, or is specified to be, a party will after the Closing constitute, its legal, valid and binding obligation, enforceable against it in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, reorganization, insolvency, moratorium or other Laws affecting the enforcement of creditors' rights generally and by general principles of equity, regardless of whether such enforceability is considered in a Proceeding at law or in equity.

Section 4.03 No Conflicts; Consents. Except (x) as set forth on Section 4.03 of the CFP Disclosure Schedule, (y) as may result or be required solely by reason of Carrols', NewCRG's or the Merger Subs' participation in the transactions contemplated hereby or in the other Transaction Agreements or (z) solely with respect to the succeeding clauses (ii) and (iii), as would not reasonably be expected to have a Material Adverse Effect, the execution and delivery by CFP of this Agreement and the other Transaction Agreements to which it is a party, and the consummation by CFP of the transactions contemplated hereby, will not (i) contravene, conflict with or result in any violation or breach of any provision of CFP's organizational documents, (ii) contravene, conflict with or result in a violation or breach of any applicable Law or Order by which CFP or any of its assets or properties is bound or (iii) result in the creation of a Lien (other than a Permitted Lien) on any property or asset of CFP or any of its Subsidiaries.

Section 4.04 Brokers and Other Fees. Except as set forth on Section 3.21(b) of the CFP Disclosure Schedule, neither CFP nor any of its Affiliates has retained any broker, finder, investment banker or other intermediary or any counsel, consultant, accountant or advisor in connection with the transactions contemplated hereby that would be entitled to make a claim following the Closing against the CFP Surviving Entity, the Carrols Surviving Entity, NewCRG or any of their respective Affiliates for payment of any commission, fee, expense or other compensation.

Section 4.05 Carrols Common Stock. Except as set forth on Section 4.05 of the CFP Disclosure Schedule, neither CFP nor any of its Affiliates nor, to the Knowledge of the LLC Member, any Related Party beneficially owns (as such term is defined in Rule 13d-3 promulgated under the Exchange Act) any Carrols Common Stock.

Section 4.06 No Additional Representations.

(a) Except for the representations and warranties made (i) by CFP in this ARTICLE IV and by the LLC Member and the LLC in ARTICLE III and (ii) in any certificate delivered by or on behalf of any CFP Entity hereunder, neither the CFP Entities nor any other Person makes, and each other Party hereby agrees that it is not relying on and has not relied upon, any express or implied representation or warranty (including as to the accuracy or completeness of any such representation or warranty) with respect to the CFP Entities or CFP or its Subsidiaries' business, operations, assets, liabilities, conditions (financial or otherwise) or prospects, and CFP hereby disclaims any such other representations or warranties. Notwithstanding the foregoing, the provisions of this Section 4.06(a) shall not prevent or limit in any way any liability or cause of action on the account of Fraud committed by any CFP Entity.

(b) CFP acknowledges and agrees that, (i) except for the representations and warranties expressly made (A) by Carrols in ARTICLE V and (B) in any certificate delivered by or on behalf of Carrols hereunder, neither Carrols nor any other Person makes any express or implied representation or warranty, at law or in equity, with respect to any matter, including with respect to Carrols, its Subsidiaries or its respective businesses, assets, liabilities, operations, conditions or prospects and including with respect to merchantability or fitness for any particular purpose, and any such other representations or warranties are hereby expressly disclaimed and (ii) no Person has been authorized by Carrols to make any representation or warranty on its behalf and any such purported representation or warranty cannot be relied upon in any manner.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF CARROLS

Except as set forth in (i) the Carrols SEC Reports, other than any information that is predictive or forward looking in nature or information contained under the captions "Risk Factors" or "Forward Looking Statements," or (ii) the disclosure schedule delivered by Carrols to the LLC prior to the execution of this Agreement (the "Carrols Disclosure Schedule"), Carrols represents and warrants to the LLC Member as of the date hereof and as of the Closing Date as follows:

Section 5.01 Organization. Each of Carrols, NewCRG and each Merger Sub is a corporation or limited liability company, as applicable, duly organized, validly existing and in good standing under the Laws of the state of Delaware and has all requisite power and authority to enable it to own, lease and operate its properties and to carry on its business in all material respects as conducted on the date hereof and to execute, deliver and perform its obligations under this Agreement and the other Transaction Agreements to which it is or will be a party and to consummate the transactions contemplated hereunder and thereunder. Each of Carrols, NewCRG and each Merger Sub is duly qualified or registered as a foreign company to transact business under the Laws of each jurisdiction where the character of its activities or the location of the properties owned or leased by it requires such qualification or registration, except where the failure of such qualification or registration has not had and would not reasonably be expected to have, individually or in the aggregate, a Carrols Material Adverse Effect.

Section 5.02 NewCRG and Merger Subs.

(a) Since their respective dates of incorporation or formation, as applicable, none of NewCRG or either Merger Sub has carried on any business or conducted any operations other than the execution of this Agreement, the performance of its obligations hereunder and matters ancillary thereto.

(b) At the Effective Time and upon the filing of the NewCRG Series C Certificate of Designation with the Delaware Secretary of State, (i) the authorized capital stock of NewCRG will consist of 100,000,000 shares of NewCRG Common Stock, 20,000,000 shares of NewCRG Preferred Stock, 100 shares of NewCRG Series B Preferred Stock and 10,000 shares of NewCRG Series C Preferred Stock, (ii) the numbers of shares of NewCRG Common Stock (A) issued and outstanding, (B) reserved for issuance in respect of outstanding restricted stock units or other awards or pursuant to plans of NewCRG under which any outstanding award, grant or other form of compensation issuable in the form of, or based in whole or in part of the value of, NewCRG Common Stock has been conferred on any Person and (C) held by NewCRG in its treasury will be identical to the numbers of shares of Carrols Common Stock issued and outstanding, reserved for issuance and held in treasury, respectively, as set forth in clause (i) of the second sentence of Section 5.04(a), (iii) the number of shares of NewCRG Series B Preferred Stock issued and outstanding will be identical to the number of shares of Carrols Series B Preferred Stock issued and outstanding as set forth in clause (ii) of the second sentence of Section 5.04(a) and (iv) except as set forth in the foregoing clauses (ii) and (iii) and issuances after the date hereof solely in respect of, or pursuant to, the restricted stock units, awards or plan described in item (B) of the foregoing clause (ii), no other shares of capital stock of NewCRG will be issued and outstanding. All of the outstanding shares of NewCRG Common Stock and NewCRG Series B Preferred Stock are, and when shares of NewCRG Common Stock and NewCRG Series C Preferred Stock are issued in connection with the LLC Merger such shares will be duly authorized, validly issued, fully paid and nonassessable with the holders being entitled to all rights accorded to a holder of the applicable NewCRG Stock, and the issuance thereof is not subject to any preemptive or other similar right. From its incorporation until immediately prior to the Initial Effective Time, all of the issued capital stock of NewCRG has been owned and held solely by Carrols. The authorized capital stock of Carrols Merger Sub consists of 1,000 shares of common stock, $0.01 par value per share, 1,000 of which have been validly issued, are fully paid and nonassessable and are owned directly by NewCRG free and clear of any Lien other than limitations of restrictions on transfer arising under applicable securities Laws. NewCRG owns all of the membership interests in Carrols CFP Merger Sub free and clear of any Lien other than limitations of restrictions on transfer arising under applicable securities Laws. Assuming the accuracy of the representations made by the CFP Entities in ARTICLE III and CFP in ARTICLE IV, the offer and issuance by NewCRG of the NewCRG Stock to be issued as part of LLC Merger Consideration will be exempt from registration under the Securities Act.

Section 5.03 Subsidiaries. NewCRG (prior to the Initial Effective Time), Carrols Merger Sub (prior to the Initial Effective Time), Carrols CFP Merger Sub and the entities set forth in Exhibit 21.1 to Carrols's Annual Report on Form 10-K for the fiscal year ended December 31, 2017 constitute all of the Subsidiaries of Carrols (each, a "Carrols Subsidiary"). All of the shares of capital stock of each Carrols Subsidiary that is a corporation are fully paid and non-assessable and are owned by Carrols or a Subsidiary of Carrols, and all of the equity interests in each Carrols Subsidiary that is not a corporation are owned by Carrols or a Subsidiary of Carrols. Each Carrols Subsidiary is a corporation or limited liability company, as applicable, duly organized, validly existing and in good standing under the Laws of its jurisdiction of incorporation or formation, and has all requisite power and authority to enable it to own, lease and operate its properties and to carry on its business in all material respects as conducted on the date hereof. Each Carrols Subsidiary is duly qualified or registered as a foreign corporation or limited liability company to transact business under the Laws of each jurisdiction where the character of its activities or the location of the properties owned or leased by it requires such qualification or registration, except where the failure of such qualification or registration has not had and would not reasonably be expected, individually or in the aggregate, to have a Carrols Material Adverse Effect.

Section 5.04 Capital Structure.

(a) The authorized capital stock of Carrols consists of 100,000,000 shares of Carrols Common Stock, $0.01 par value per share, and 20,000,000 shares of preferred stock, $0.01 par value per share. As of February 15, 2019, (i) (A) 37,003,873 shares of Carrols Common Stock were issued and outstanding, (B) 9,502 shares of Carrols Common Stock were reserved for issuance in respect of outstanding restricted stock units that have been conferred on any Person, (C) 2,819,405 shares of Carrols Common Stock were available for issuance pursuant to plans of Carrols under which any award, grant or other form of compensation issuable in the form of, or based in whole or in part of the value of, Carrols Common Stock has been conferred on any Person, and (D) 141,000 shares of Carrols Common Stock are held by Carrols in its treasury, (ii) 100 shares of Carrols Series B Preferred Stock were issued and outstanding and (iii) other than as set forth in the foregoing clauses (i) and (ii) and issuances after the date hereof solely in respect of, or pursuant to, the restricted stock units, awards or plans described in item (B) of the foregoing clause (i), no other shares of capital stock of Carrols are issued or outstanding. All outstanding shares of Carrols Stock have been, and the LLC Merger Consideration and all reserved shares that may be issued will be, when issued in accordance with the respective terms thereof, duly authorized and validly issued and are (or, in the case of shares that have not yet been issued, will be) fully paid, non-assessable and free of preemptive rights and were (or, in the case of shares that have not yet been issued, will be) issued in compliance with applicable securities Laws.

(b) Except for this Agreement and the Carrols Series B Preferred Stock issued and outstanding as of the date hereof and agreements entered into and securities and other instruments issued after the date hereof in compliance with Section 6.02 or pursuant to any Carrols Benefit Plans, (i) there are no options, warrants, convertible securities, stock appreciation rights, phantom stock or other securities, rights, agreements, arrangements or commitments of any character obligating Carrols to issue, sell or transfer any shares of capital stock or any other equity interest or voting security of or in Carrols or any of its Subsidiaries or, to the Knowledge of Carrols, relating to the capital stock or any other equity interest or voting security of or in Carrols or any of its Subsidiaries and (ii) there are no outstanding contractual obligations or other arrangements or commitments of Carrols to issue, grant, extend or enter into, or make any payments based on the price or value of, or pay any dividends in respect of, any such options, warrants, convertible securities, stock appreciation rights, phantom stock or other securities, rights, agreements, arrangements or commitments referred to in the foregoing clause (i) or to repurchase, redeem or otherwise acquire any capital stock of Carrols or its Subsidiaries or to make any investment (in the form of a loan, capital contribution or otherwise) in any other Person (which is not a Subsidiary of Carrols).

Section 5.05 Authority; Execution and Delivery; Enforceability. Each of Carrols, NewCRG and each Merger Sub has all requisite power and authority to execute and deliver this Agreement and each of the other Transaction Agreements to which it is, or is specified to be, a party and to consummate the transactions contemplated hereby and thereby. The execution and delivery by each of Carrols, NewCRG and each Merger Sub of this Agreement and each of the other Transaction Agreements to which it is, or is specified to be, a party, and the consummation by Carrols, NewCRG and each Merger Sub of the transactions contemplated hereby and thereby have been duly authorized by all necessary action on the part of each of Carrols, NewCRG and each Merger Sub. Each of Carrols, NewCRG and each Merger Sub has duly executed and delivered this Agreement and, prior to or as of the Closing, will have duly executed and delivered each other agreement and instrument contemplated hereby to which it is, or is specified to be, a party, and (assuming the due authorization, execution and delivery by the parties other than Carrols, NewCRG and each Merger Sub) this Agreement constitutes, and each other agreement and instrument contemplated hereby to which Carrols, NewCRG and each Merger Sub is, or is specified to be, a party will after the Closing constitute, the legal, valid and binding obligation of Carrols, NewCRG and each Merger Sub, as applicable, enforceable against each of Carrols, NewCRG and each Merger Sub in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, reorganization, insolvency, moratorium or other Laws affecting the enforcement of creditors' rights generally and by general principles of equity, regardless of whether such enforceability is considered in a Proceeding at Law or in equity.

Section 5.06 No Conflicts; Consents. The execution and delivery by Carrols, NewCRG and each Merger Sub of this Agreement and the other Transaction Agreements to which it is a party and the consummation by Carrols, NewCRG and each Merger Sub of the transactions contemplated hereby and thereby will not: (a) contravene, conflict with or result in any violation or breach of any provision of the charter or organizational documents of Carrols, NewCRG or either Merger Sub, (b) contravene, conflict with or result in a violation or breach of any applicable Law or Order by which any of Carrols, NewCRG or any Merger Sub or any of their respective assets or properties is bound, which contravention, conflict, violation or breach would reasonably be expected to have, individually or in the aggregate, a Carrols Material Adverse Effect, (c) require any Permit, consent or approval of, or the giving of any notice to, or filing with, any Governmental Authority on or before the Closing Date, except as set forth on Section 5.06 of the Carrols Disclosure Schedule, or (d) result in a violation or breach of, constitute a default under, or result in the creation of any encumbrance upon any of the properties or assets of Carrols, NewCRG or either Merger Sub under, any of the terms, conditions or provisions of, or require the consent of any Person that is a party to, any note, bond, mortgage, indenture, license, franchise, Permit, agreement, lease, franchise agreement or any other instrument or obligation to which Carrols, NewCRG or either Merger Sub is a party, or by which it or any of its properties or assets may be bound, excluding from the foregoing clauses (c) and (d) those Permits, consents, approvals and notices the absence of which, and those violations, breaches, defaults or encumbrances the existence of which, would not reasonably be expected to have, individually or in the aggregate, a Carrols Material Adverse Effect and excluding from the foregoing clause (d) encumbrances arising under the Carrols Existing Debt or any successor thereto.

Section 5.07 Litigation. There is no Proceeding (or, to the Knowledge of Carrols, investigation) pending or, to the Knowledge of Carrols, threatened against Carrols or any of its Subsidiaries or any of their respective properties that, individually or in the aggregate, has had or could reasonably be expected to have a Carrols Material Adverse Effect, nor is there any judgment outstanding against Carrols that has had or could reasonably be expected to have a Carrols Material Adverse Effect.

Section 5.08 SEC Filings. Since January 1, 2017, Carrols has filed and furnished all forms, reports, statements (including registration statements), certifications and other documents required to be filed or furnished by it with or to the SEC, including all audited consolidated balance sheets and related statements of income, stockholders' equity and cash flows of Carrols and its subsidiaries on Form 10-K and unaudited consolidated balance sheets and related statements of income, stockholders' equity and cash flows of Carrols and its subsidiaries on Form 10-Q, all of which have complied, as to form, as of their respective filing dates (or, if amended or superseded by a filing or amendment prior to the date of this Agreement, then at the time of such filing or amendment, and, in the case of registration statements and proxy statements, on the dates of effectiveness and the dates of mailing, respectively), in all material respects with all applicable requirements of the Securities Act, the Exchange Act and the Sarbanes-Oxley Act and, in each case, the rules and regulations of the SEC promulgated thereunder. None of such Carrols SEC Reports, including any financial statements or schedules included or incorporated by reference therein, at the time filed or furnished, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. No executive officer of Carrols has failed in any respect to make the certifications required of him or her under Section 302 or 906 of the Sarbanes-Oxley Act with respect to any Carrols SEC Report. As of the date of this Agreement, there are no outstanding or unresolved comments received from the SEC staff. To the Knowledge of Carrols, none of the Carrols SEC Reports is the subject of ongoing SEC review or outstanding SEC comment. As of the date hereof, none of Carrols's Subsidiaries is required to file periodic reports with the SEC pursuant to the Exchange Act.

Section 5.09 Absence of Certain Events; Advisors.

(a) Since September 30, 2018, there has not been any event, change or development that, individually or in the aggregate, has resulted in, or would reasonably be expected to result in, a Carrols Material Adverse Effect.

(b) Except as set forth on Section 5.09(b) of the Carrols Disclosure Schedule, there is no investment banker, broker, finder or other intermediary that has been retained by or is authorized to act on behalf of Carrols or any Carrols Subsidiary who might be entitled to any fee or commission in connection with the transactions contemplated by this Agreement or any other concurrent or similar transaction process.

Section 5.10 Tax Qualification. Neither Carrols nor any of its Subsidiaries has taken or agreed to take any action or is aware of any fact or circumstance that would, or would be reasonably likely to, prevent the Mergers from qualifying for the Intended Tax Treatment.

Section 5.11 Financing.

(a) NewCRG and Carrols have delivered to the LLC Member and the LLC a true and complete copy, as of the date of this Agreement, of an executed commitment letter dated as of the date hereof from Wells Fargo Bank, National Association, and Wells Fargo Securities, LLC (collectively, the "Lenders") to Carrols (together with any executed Alternate Financing Commitment for Alternate Financing, in each case, to the extent permitted by Section 7.13(f), the "Financing Commitment"), pursuant to which the Lenders have committed, subject to the terms and conditions set forth therein, to provide or cause to be provided the debt financing in the amounts set forth therein (the "Financing"), together with each fee letter (each, a "Fee Letter") related thereto (with customary redactions for fee amounts, pricing, other economic terms, thresholds, caps, pricing caps and "market flex"). NewCRG or Carrols has paid any and all commitment fees or other fees that are required to be paid on or prior to the date of this Agreement pursuant to the terms of the Financing Commitment, and, as of the date of this Agreement, the Financing Commitment is in full force and effect and is the legal, valid, binding and enforceable obligations of Carrols and, to the Knowledge of NewCRG and Carrols, each of the other parties thereto, except to the extent that enforceability may be limited by applicable bankruptcy, reorganization, insolvency, moratorium or other Laws affecting the enforcement of creditors' rights generally and by general principles of equity, regardless of whether such enforceability is considered in a Proceeding at Law or in equity. As of the date of this Agreement, neither NewCRG nor Carrols is and, to the Knowledge of NewCRG and Carrols, no other party to the Financing Commitment is, in breach of, or default under, the Financing Commitment, which breach or default would result in any portion of the Financing being unavailable or delayed, and no event has occurred or circumstances exist as of the date of this Agreement which, with the delivery of notice, the passage of time or both, would constitute such a breach or default. There are no side letters or other agreements, contracts or arrangements (except for each Fee Letter, none of the redacted provisions of which will impact the availability of the Financing) relating to the funding of the full amount of the Financing other than as expressly set forth in or contemplated by the Financing Commitment. NewCRG and Carrols have no Knowledge of any facts or circumstances that, assuming satisfaction of the conditions set forth in Section 8.01 and Section 8.02, are reasonably likely to result in (A) any of the conditions set forth in the Financing Commitment not being satisfied or (B) Financing in an amount sufficient together with available cash on hand to pay the Required Amount not being made available at or prior to the Effective Time.

(b) Assuming (i) the funding of the full amount of the Financing in accordance with and subject to the satisfaction of the conditions set forth in the Financing Commitment and (ii) the accuracy in all material respects of the representations and warranties of each of the CFP Entities set forth in ARTICLE III and ARTICLE IV, the proceeds of the Financing, together with cash on hand, will be sufficient to enable NewCRG and Carrols to (a) repay all outstanding amounts under the LLC Existing Debt and the Carrols Existing Debt, including all principal amounts plus accrued and unpaid interest thereon, premiums and fees and expenses relating thereto, and (b) pay any other amounts required to be paid in cash by NewCRG or Carrols pursuant to the terms and subject to the conditions of this Agreement and the other Transaction Agreements (the "Required Amount").

Section 5.12 No Additional Representations.

(a) Carrols acknowledges and agrees that, (i) except for the representations and warranties expressly made by the LLC Member and the LLC in ARTICLE III, by CFP in ARTICLE IV and in any certificate delivered by or on behalf of any CFP Entity hereunder, none of the CFP Entities or any other Person makes any express or implied representation or warranty, at law or in equity, with respect to any matter, including with respect to the LLC Member, the LLC or any of their Subsidiaries or any of their respective businesses, assets, liabilities, operations, conditions or prospects and including with respect to merchantability or fitness for any particular purpose, and any such other representations or warranties are hereby expressly disclaimed, (ii) no Person has been authorized by any of the CFP Entities to make any representation or warranty on its behalf and any such purported representation or warranty cannot be relied upon in any manner, (iii) none of the CFP Entities or any other Person has made, in ARTICLE III, in ARTICLE IV, in any certificate delivered hereunder or otherwise, any express or implied representation or warranty, at law or in equity, as to the prospects or profitability of the business of the CFP Entities or any of their Subsidiaries to Carrols or any of its Subsidiaries or any of their respective Affiliates or representatives, or with respect to any forecasts, projections or business plans prepared by or on behalf of the CFP Entities and made available to Carrols or any of its Affiliates or any of their respective representatives in connection with Carrols' review of the business of the CFP Entities and their Subsidiaries and the negotiation and execution of this Agreement and (iv) none of the CFP Entities or any other Person will have, or be subject to, any liability or other obligation to Carrols or any of its Affiliates or any of their respective representatives or to any other Person resulting from such Person's use, or the use by any of its Affiliates or representatives, of any information, including information, documents, projections, forecasts or other materials made available to such Person in any virtual data room, confidential information memorandum, management presentation or offering materials, or in connection with any site tours or visits, diligence calls or meetings or any documents prepared by, or on behalf of, the CFP Entities, or any of Carrols' potential financing sources in connection with Carrols' financing activities with respect to the transactions contemplated by this Agreement, unless any such information is expressly included in a representation or warranty contained in ARTICLE III or in ARTICLE IV, in any certificate delivered by or on behalf of any CFP Entity hereunder, or as and to the extent required by this Agreement to be set forth in the CFP Disclosure Schedule. Notwithstanding anything to the contrary in this Section 5.12(a), the provisions of this Section 5.12(a) shall not prevent or limit in any way any liability or cause of action on the account of Fraud committed by any CFP Entity.

(b) Except for the representations and warranties made by Carrols in this ARTICLE V or in any certificate delivered by or on behalf of Carrols hereunder, neither Carrols nor any other Person makes, and each other Party hereby agrees that it is not relying on and has not relied upon, any express or implied representation or warranty (including as to the accuracy or completeness of any such representation or warranty) with respect to Carrols, its Subsidiaries, NewCRG or either Merger Sub or their respective businesses, operations, assets, liabilities, conditions (financial or otherwise) or prospects, and Carrols hereby disclaims any such other representations or warranties. In particular, without limiting the foregoing disclaimer, neither Carrols nor any other Person makes or has made any representation or warranty to the LLC Member, the LLC or any of its respective Affiliates or representatives with respect to (a) any financial projection, forecast, estimate, budget or prospect information relating to Carrols, any of its Subsidiaries or their respective businesses or (b) except for the representations and warranties made by Carrols in this ARTICLE V, any oral or written information presented to the LLC Member, the LLC or any of its respective Affiliates or representatives in the course of their due diligence investigation of Carrols, the negotiation of this Agreement, the other Transaction Agreements or in the course of the transactions contemplated hereby.

ARTICLE VI
CERTAIN PRE-CLOSING COVENANTS

Section 6.01 Conduct of the Business of the LLC Member. Except for matters permitted or contemplated by this Agreement and the other Transaction Agreements, as set forth on Section 6.01 of the CFP Disclosure Schedule or as required by applicable Law, unless Carrols otherwise agrees in writing, from the date of this Agreement to the Effective Time, the LLC Member and the LLC shall each conduct, and CFP and the LLC Member shall cause each of their respective Subsidiaries to conduct, its business in the usual, regular and ordinary course in substantially the same manner as currently conducted and use commercially reasonable efforts to (a) preserve intact its corporate existence and current business organization, (b) preserve the goodwill and present business relationships (contractual or otherwise) with customers, suppliers, distributors and others having business dealings with them, (c) keep available the services of its current officers, directors, managers, employees and consultants, (d) preserve in all material respects its present properties and its tangible and intangible assets, (e) comply in all material respects with all applicable Laws and Material Contracts, (f) pay all material Taxes as such Taxes become due and payable other than Taxes that are being contested in good faith or for which adequate reserve has been established and (g) maintain all material existing Permits applicable to its operations and businesses. In addition, and without limiting the generality of the foregoing, except for matters permitted or contemplated by this Agreement and the other Transaction Agreements, set forth on Section 6.01 of the CFP Disclosure Schedule or required by applicable Law, from the date of this Agreement to the Effective Time, neither the LLC Member nor the LLC shall (directly or indirectly), and CFP, the LLC Member and the LLC shall cause each of their respective Subsidiaries not to, do any of the following without the prior written consent of Carrols (which consent shall not be unreasonably withheld, conditioned or delayed):

(i) authorize any amendments to the certificate of formation or operating agreement of each of the LLC Member or the LLC;

(ii) (A) declare, set aside or pay any dividends on, or make any other distributions (whether in cash, stock, property or otherwise) in respect of any of its equity interests or enter into any agreement with respect to the voting of their equity interests (including the LLC Membership Interest) or any equity interests of the LLC's Subsidiaries (other than dividends paid by a direct or indirect wholly owned Subsidiary of the LLC to its parent), (B) split, combine or reclassify any of their equity interests, (C) issue, sell, pledge, dispose of, encumber or transfer any other securities in respect of, in lieu of or in substitution for, any of their equity interests or authorize any of the foregoing or (D) purchase, redeem or otherwise acquire or issue or sell any of their equity interests or any other securities thereof or any rights, options, warrants or calls to acquire or sell any such shares or other securities;

(iii) acquire or agree to acquire (A) by merging or consolidating with, or by purchasing a substantial equity interest in or portion of the assets of, or by any other manner, any business or any corporation, partnership, joint venture, association or other business organization or division thereof or (B) any assets, including in connection with the acquisition and development of real property, having a value in excess of $25,000, except for purchases of inventory in the ordinary course of business consistent with past practice;

(iv) except in the ordinary course of business consistent with past practice, as required by the terms of any LLC Member Benefit Plan, as required by applicable Law, or as set forth on Section 6.01(iv) of the CFP Disclosure Schedule: (A) grant to any LLC Member Employee any increase in compensation, (B) grant to any LLC Member Employee any increase in severance or termination pay, (C) enter into, modify or amend any employment, consulting, indemnification, severance or termination agreement, or a waiver of any terms thereof, with any LLC Member Employee, (D) establish, adopt, enter into or amend in any material respect any collective bargaining agreement or any LLC Member Benefit Plan or (E) take any action to accelerate any rights or benefits under any collective bargaining agreement or LLC Member Benefit Plan;

(v) amend any material Tax Return or make any material Tax elections, except as required by applicable Law, or make any material change in accounting methods, principles or practices, except insofar as may be required by applicable Law or due to a change in GAAP;

(vi) (A) sell, lease, license, mortgage, sell and leaseback or otherwise encumber or subject to any Lien (other than a Permitted Lien) or otherwise dispose of any of its material properties or other material assets or any interests therein, except for (x) sales of inventory and used equipment in the ordinary course of business consistent with past practice and (y) licenses of Intellectual Property in the ordinary course of business, or (B) enter into, modify or amend in a material respect any lease of material property, other than in the ordinary course of business consistent with past practice, or enter in any sublease or assignment thereof;

(vii) (A) incur, assume or guarantee any debt or obligation of another Person, enter into any agreement to maintain any financial statement condition of another Person or enter into any arrangement having the economic effect of any of the foregoing, except for short-term borrowings incurred in the ordinary course of business consistent with past practice, or (B) make any loans, advances or capital contributions to, or investments in, any other Person, other than in the ordinary course of business of CFP, the LLC Member, the LLC and the LLC's Subsidiaries and consistent with past practice;

(viii) enter into, modify, amend, accelerate or terminate any Material Contract, other than in the ordinary course of business consistent with past practice;

(ix) (A) pay, discharge or satisfy any material debt, claims, liabilities or obligations (absolute, accrued, asserted or unasserted, contingent or otherwise), other than the payment, discharge or satisfaction, in the ordinary course of business consistent with past practice or in accordance with their terms, of liabilities reflected or reserved against in, or contemplated by, the CFP 2018 Interim Financial Statements or incurred in the ordinary course of business consistent with past practice, (B) cancel any material Indebtedness (individually or in the aggregate) or waive any claims or rights of substantial value or (C) waive the benefits of, or agree to modify in any manner, any exclusivity, confidentiality, standstill or similar agreement benefiting the LLC Member, the LLC or any of the LLC's Subsidiaries;

(x) allow any material Permit that was issued to the LLC Member, the LLC or any of the LLC's Subsidiaries and that otherwise relates to their business as conducted to lapse or terminate;

(xi) layoff or terminate employees in a manner that would result in a material liability under the WARN Act or similar state or local applicable Laws;

(xii) fail to keep in force the Insurance Policies or replacement or revised provisions providing insurance coverage with respect to the assets, operations and activities of the LLC Member, the LLC and the LLC's Subsidiaries as are substantially similar to those currently in effect;

(xiii) adopt a plan or agreement of complete or partial liquidation, dissolution or reorganization;

(xiv) institute, settle, or agree to settle any Proceeding pending or threatened before any arbitrator, court or other Governmental Authority that would result in liability to the LLC Member or any of its Subsidiaries in excess of $100,000 individually or in the aggregate, or impose material restrictions on the LLC Member or any of its Subsidiaries following the Closing;

(xv) agree to any exclusivity, confidentiality, standstill or non-competition provision or covenant binding on the LLC Member or any of its Subsidiaries;

(xvi) grant, permit or allow a Lien (other than a Permitted Lien) on any of its assets other than in connection with any renewals, amendments, or restatements of the existing Indebtedness of CFP, the LLC Member, the LLC or any Subsidiary of the LLC Member and to repay and reborrow with respect to such Indebtedness in the ordinary course or in connection with any Indebtedness permitted under subsection (xviii);

(xvii) make (or fail to make) capital expenditures other than in the ordinary course of business;

(xviii) incur any additional Indebtedness in excess of $50,000 in the aggregate, other than in the ordinary course of business;

(xix) (A) accelerate or delay collection of notes or accounts receivable in advance of or beyond their regular due dates or the dates when the same would have been collected in the ordinary course of business; (B) delay or accelerate payment of any account payable in advance of its due date or the date such liability would have been paid in the ordinary course of business; (C) make any material changes to cash management policies; (D) materially delay or postpone the repair or maintenance of the properties of the LLC Member or its Subsidiaries past the date on which such repair or maintenance would have been performed consistent with past practice or as otherwise required by Contract; or (E) vary any inventory purchase practices in any material respect from past practices;

(xx) take or omit to take any action that, individually or in the aggregate, would be reasonably likely to impair or materially delay the ability of the CFP Entities to consummate the transactions contemplated hereby in accordance with the terms of this Agreement or the other Transaction Agreements, or would be reasonably likely to result in any condition set forth in Section 8.01 or Section 8.02 not being satisfied;

(xxi) enter into any contract, agreement, or internal or corporate action (including but not limited to, for example, a plan of liquidation or issuance of stock) that would, or would be reasonably likely to, prevent the Mergers from qualifying for the Intended Tax Treatment; or

(xxii) authorize any of, or commit or agree to take any of, the foregoing actions.

Section 6.02 Conduct of the Business of Carrols. Except for matters permitted or contemplated by this Agreement and the other Transaction Agreements, set forth on Section 6.02 of the Carrols Disclosure Schedule, as required by applicable Law, or as would not otherwise reasonably be expected to, individually or in the aggregate, have a Carrols Material Adverse Effect, unless the LLC Member otherwise agrees in writing, from the date of this Agreement to the Effective Time, Carrols shall conduct its business in the usual, regular and ordinary course in substantially the same manner as currently conducted and use commercially reasonable efforts to preserve intact its corporate existence and current business organization, keep available the services of its current officers and employees and keep its relationships with customers, suppliers, distributors and others having business dealings with them. In addition, and without limiting the generality of the foregoing, except for matters permitted or contemplated by this Agreement and the other Transaction Agreements, set forth on Section 6.02 of the Carrols Disclosure Schedule or required by applicable Law, from the date of this Agreement to the Effective Time, Carrols shall not, and shall cause each of its Subsidiaries not to (directly or indirectly) do any of the following without the prior written consent of the LLC Member (which consent shall not be unreasonably withheld):

(a) except as expressly contemplated by this Agreement and the other Transaction Agreements, authorize any amendments to its organizational documents that would reasonably be expected to prevent or delay or impede the consummation of the Mergers;

(b) (i) declare, set aside or pay any dividends on, or make any other distributions (whether in cash, stock, property or otherwise) in respect of its equity interests or enter into any agreement with respect to the voting of its equity interests or any equity interests of a Subsidiary (other than dividends paid by a direct or indirect wholly owned Subsidiary of Carrols to its parent); (ii) split, combine or reclassify any of its equity interests; (iii) issue or authorize the issuance of any other securities in respect of, in lieu of or in substitution for, any of its equity interests or (iv) purchase, redeem or otherwise acquire any of its equity interests or any other securities thereof or any rights, options, warrants or calls to acquire any such equity interests or other securities, unless appropriate corresponding adjustments are made to the LLC Merger Consideration to the reasonable satisfaction of the LLC Member;

(c) issue, deliver, sell, grant, pledge or otherwise encumber or subject to any Lien any shares of Carrols Stock, any other Carrols voting securities or any securities convertible into Carrols Stock, or any rights, warrants or options to acquire any such shares, voting securities or convertible securities, or any "phantom" stock, "phantom" stock rights, stock appreciation rights or stock based performance units thereon, including pursuant to Contracts as in effect on the date hereof (other than grants, deferrals or issuances under any plans, arrangements or Contracts existing on the date hereof between Carrols or any of its Subsidiaries and any director, employee or service provider of Carrols or any of its Subsidiaries and issuances and sales of equity securities which would not require stockholder approval under NASDAQ rules);

(d) acquire or agree to acquire, (i) by merging or consolidating with, or by purchasing a substantial equity interest in or portion of the assets of, or by any other manner, any business or any corporation, partnership, joint venture, association or other business organization or division thereof or (ii) any assets that are material, individually or in the aggregate to Carrols or its Subsidiaries, as applicable, except purchases of inventory or capital expenditures in each case in the ordinary course of business consistent with past practice, other than acquisitions that would not constitute an acquisition of a "significant subsidiary" within the meaning of Regulation S-X;

(e) enter into any contract, agreement, or internal corporate action (including but not limited to, for example, a plan of liquidation or issuance of stock) that would, or would be reasonably likely to, prevent the Mergers from qualifying for the Intended Tax Treatment; or

(f) authorize any of, or commit or agree to take any of, the foregoing actions.

Any of the foregoing provisions of this Section 6.02 (other than Section 6.02(e)) to the contrary notwithstanding, nothing shall prevent Carrols or any of its Subsidiaries from taking any of the following actions, to the extent such actions would not reasonably be expected to prevent or materially delay or adversely affect the ability of Carrols, NewCRG or the Merger Subs to consummate the transactions contemplated hereby and by the other Transaction Agreements:

(i) granting any Lien, or taking any other action, as may be required under the Carrols Existing Debt;

(ii) undertaking any action permitted or required to be taken under any Carrols Benefit Plan, including the granting and issuance of any restricted stock or restricted stock units;

(iii) undertaking any action previously authorized under any equity incentive plan, including any 401(k) matching or similar benefit plan;

(iv) reorganizing or recapitalizing any Subsidiary other than NewCRG or the Merger Subs as deemed necessary or appropriate by Carrols;

(v) performance of any obligation under any Contract to which Carrols or any of its Subsidiaries is a party;

(vi) canceling or retiring any treasury shares held by Carrols or transferring any or all of such treasury shares to NewCRG; or

(vii) undertaking any acquisition or divestiture not involving individually in excess of $50 million.

Section 6.03 Procedures for Soliciting Consent. A Party (the "Requesting Party") seeking the consent of another Party (the "Consenting Party") pursuant to Section 6.01 or Section 6.02 shall notify the Consenting Party in writing of any proposed decision, matter or action requiring the prior written consent of the Consenting Party in accordance with Section 10.02. No later than twelve (12) days following receipt of such notice, the Consenting Party shall give notice to the Requesting Party in accordance with Section 10.02 of its election to consent or not consent to such decision, matter or action. In the event that, following compliance by the Requesting Party with the first sentence of this Section 6.03, the Consenting Party fails to notify the Requesting Party of its election with respect to such proposed decision, matter or action in accordance with the second sentence of this Section 6.03, the Consenting Party shall be deemed to have consented to such proposed decision, matter or action.

Section 6.04 No Control of the Other's Business. Nothing contained in this Agreement or the other Transaction Agreements shall give Carrols, directly or indirectly, the right to control or direct the LLC Member's, the LLC's or the LLC's Subsidiaries' operations prior to the Effective Time, and nothing contained in this Agreement or the other Transaction Agreements shall give any CFP Entity, directly or indirectly, the right to control or direct Carrols's or its Subsidiaries' operations prior to the Effective Time. Prior to the Effective Time, each of Carrols and the LLC Member shall exercise, consistent with the terms and conditions of this Agreement, complete control and supervision over its and its Subsidiaries' respective operations.

ARTICLE VII
ADDITIONAL AGREEMENTS

Section 7.01 Certain Notices. From and after the date of this Agreement until the earlier to occur of (a) the Closing Date and (b) the termination of this Agreement pursuant to Section 9.01, the LLC Member shall promptly notify Carrols, and Carrols shall promptly notify the LLC Member, of (i) the occurrence, or non-occurrence, of any event that would reasonably be expected to cause any condition to the obligations of the other Party to effect the Mergers and the other transactions contemplated by this Agreement not to be satisfied, (ii) the failure of such Party (or, in the case of the LLC Member, of the LLC) to materially comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by it pursuant to this Agreement, which failure would reasonably be expected to cause any condition to the obligations of the other Party to effect the Mergers and the other transactions contemplated by this Agreement not to be satisfied and (iii) the occurrence of any development that has had or would reasonably be expected to have, in the case of the LLC Member, a Material Adverse Effect and, in the case of Carrols, a Carrols Material Adverse Effect, in each of case (i) through (iii), upon becoming aware of the same; provided, however, that the delivery of any notice pursuant to this Section 7.01 shall (A) not cure the inaccuracy of any representation or warranty, the failure to comply with any covenant, the failure to meet any condition or otherwise limit or affect the remedies available hereunder to the Party receiving such notice or (B) amend or supplement the CFP Disclosure Schedule or the Carrols Disclosure Schedule, as applicable.

Section 7.02 Access to Information; Confidentiality. From the date hereof until the Effective Time and subject to applicable Law and the Confidentiality Agreement, (a) the LLC Member and the LLC shall give Carrols, its counsel, financial advisors, auditors and other authorized representatives, and its financing sources and their representatives, reasonable access during normal business hours and upon reasonable advance notice to the offices, properties, books and records of such Party, (b) furnish Carrols, its counsel, financial advisors, auditors and other authorized representatives, and its financing sources and their representatives such financial and operating data and other information as such Persons may reasonably request and (c) shall instruct its employees, counsel, financial advisors, auditors and other authorized representatives to cooperate with Carrols in its investigation; provided, however, that the LLC Member and the LLC may restrict the foregoing access to the extent that such disclosure would (x) unreasonably disrupt the normal operations of such Party, (y) based on the advice of such Party's counsel, reasonably be expected to result in a waiver of attorney-client privilege, work product doctrine or any other applicable privilege applicable to such information or (z) reasonably be expected to disclose or give access to any trade secret. Notwithstanding the foregoing, (i) Carrols and its counsel, financial advisors, auditors and other authorized representatives, and its financing sources and their representatives, shall not be permitted to conduct any surface or subsurface investigation, sampling or testing at the LLC Member Real Property except with the prior written consent of the LLC Member and (ii) the LLC Member and its counsel, financial advisors, auditors and other authorized representatives shall not be permitted to conduct any surface or subsurface investigation, sampling or testing at any real property owned or leased by Carrols or any of its Subsidiaries. No information or knowledge obtained in any investigation pursuant to this Section 7.02 shall affect or be deemed to modify any representation or warranty made by any Party hereunder.

Section 7.03 Efforts to Consummate.

(a) Except for approvals or requirements under the HSR Act (which are the subject of Section 7.03(b)), each of the Parties shall cooperate, and unless a different or higher standard is expressly required by this Agreement, use its commercially reasonable efforts to take, or cause to be taken, all action, and to do, or cause to be done, all things necessary, proper or advisable under applicable Laws to consummate the Mergers and the other transactions contemplated by this Agreement and the other Transaction Agreements as promptly as practicable after the date hereof, including (i) the preparation and filing of all forms, registrations and notices required to be filed to consummate the Mergers and the other transactions contemplated hereby and by the other Transaction Agreements, (ii) the satisfaction of the conditions to the Parties' obligations to consummate such transactions, (iii) taking all reasonable actions necessary to obtain (and cooperation with each other in obtaining) any consent, authorization or approval of, or any exemption by, any other Person, and (iv) the execution and delivery of any additional instruments necessary to consummate such transactions and to fully carry out the purposes of this Agreement and the other Transaction Agreements.

(b) Carrols, on the one hand, and the LLC Member and the LLC, on the other hand, will each make or cause to be made all filings and submissions required under the HSR Act as promptly as practicable, and, in any event, no later than ten (10) Business Days, after the date hereof, and thereafter respond, as promptly as practicable, to any inquiries or information requests received from any Governmental Authority and make, as promptly as practicable, any other required submissions with respect to the transactions contemplated hereby under the HSR Act and otherwise use its reasonable best efforts to cause the expiration or termination of the applicable waiting period under the HSR Act as soon as practicable. In the event that the NewCRG Stockholder Approval is obtained on a date that occurs after the first anniversary of the date on which all waiting periods (and extensions thereof) under the HSR Act relating to the transactions that are the subject of the NewCRG Stockholder Approval have expired or been terminated, NewCRG, on the one hand, and the LLC Member or its applicable Affiliate, on the other hand, will each make or cause to be made all filings and submissions required under the HSR Act as promptly as practicable, and, in any event, no later than eight (8) Business Days, after the date on which the NewCRG Stockholder Approval is obtained, and thereafter respond, as promptly as practicable, to any inquiries or information requests received from any Governmental Authority and make, as promptly as practicable, any other required submissions with respect to the transactions that are the subject of the NewCRG Stockholder approval under the HSR Act and otherwise use its reasonable best efforts to cause the expiration or termination of the applicable waiting period under the HSR Act as soon as practicable. Neither Carrols, except with the prior written consent of the LLC Member and the LLC, nor the LLC Member or the LLC, except with the prior written consent of Carrols, will extend any waiting period or comparable period under the HSR Act or enter into any agreement with any Governmental Authority not to consummate the transactions contemplated by this Agreement and the other Transaction Agreements. Nothing in this Agreement shall require Carrols to, or permit the LLC Member, the LLC or any of its Subsidiaries to (i) propose or accept the sale, divestiture, disposition or holding separate of any assets or businesses of itself or any of its Affiliates (or otherwise take any action that limits the freedom of action with respect to, or its ability to retain any of its businesses, product lines, or assets or those of its Affiliates in order to avoid the entry of or to effect the dissolution of any injunction or other Order (whether temporary, preliminary or permanent), which would otherwise have the effect of preventing or delaying the consummation of the transactions contemplated by this Agreement and the other Transaction Agreements; or (ii) propose or accept the impositions of conditions or require Carrols to (A) expend material amounts of money to a third party in exchange for any consent of any Governmental Authority; or (B) initiate or defend any litigation, claim or other Proceeding relating to the transactions contemplated by this Agreement and the other Transaction Agreements.

(c) Each of Carrols, on the one hand, and the LLC Member and LLC on the other hand, shall cooperate regarding, and keep the other reasonably apprised of the status of, matters relating to the completion of the transactions contemplated hereby and work cooperatively in connection (i) with obtaining all required approvals or consents of any Governmental Authority and (ii) all other communications with any Governmental Authority with respect to the Mergers. In that regard, each Party shall without limitation: (A) promptly notify the other of, and if in writing, furnish the other with copies of (or in the case of oral communications, advise the other orally of) any communications from or with any Governmental Authority with respect to the Mergers and (B) not participate in any meeting with any such Governmental Authority with respect to the Mergers and the other transactions contemplated by this Agreement and the other Transaction Agreements without giving, in the case of the LLC Member or the LLC, Carrols, and in the case of Carrols, the LLC Member, prior notice of the meeting and, to the extent reasonably practicable and permitted by such Governmental Authority, gives the other the opportunity to attend and participate thereat. The LLC Member, the LLC, and Carrols will consult and cooperate with each other in connection with any information or proposals submitted in connection with any Proceeding under or relating to the HSR Act in connection with the transactions contemplated by this Agreement and the other Transaction Agreements.

Section 7.04 Preparation of Registration Statement.

(a) As promptly as reasonably practicable following the date hereof, NewCRG and Carrols shall prepare and will file with the SEC a registration statement on Form S-4 (or other appropriate form) registering the shares of NewCRG Stock issuable in the Carrols Merger (the "Registration Statement"). NewCRG and Carrols shall provide the LLC Member and its counsel a reasonable opportunity to review and comment on the Registration Statement (and any amendments or supplements thereto) prior to the filing thereof with the SEC. NewCRG and Carrols shall respond to any comments of the SEC and NewCRG and Carrols shall use their respective commercially reasonable efforts to have the Registration Statement declared effective under the Securities Act by the SEC as promptly as practicable after such filing. NewCRG and Carrols shall use their commercially reasonable efforts to keep the Registration Statement effective as long as is necessary to consummate the Carrols Merger and the transactions contemplated thereby. NewCRG and Carrols shall advise the LLC Members and its counsel promptly after they receive notice thereof, of the time when the Registration Statement has become effective, the issuance of any stop order or the suspension of the qualification of the NewCRG Stock issuable in connection with the Carrols Merger for offering or sale in any jurisdiction. As promptly as practicable following the date hereof, each of NewCRG and Carrols shall make all other filings required to be made by it with respect to the Mergers and the transactions contemplated hereby under the Securities Act and the Exchange Act and applicable state "blue sky" Laws and the rules and regulations thereunder.

(b) No later than March 15, 2019, and prior to the Registration Statement being filed with the SEC, the LLC Member and the LLC shall furnish Carrols with the audited carve-out combined balance sheet of the CFP Business as of December 31, 2018 and the related audited carve-out combined statements of income, net investment and cash flows of the CFP Business for the fiscal year ended December 31, 2018 (the "CFP 2018 Audited Financial Statements") and, if necessary (prior to the Registration Statement being declared effective under the Securities Act by the SEC), the unaudited carve-out balance sheet of the CFP Business as of the last day of any interim fiscal quarter (other than the fourth fiscal quarter of any fiscal year) ended at least forty-five (45) days prior to the date on which the Registration Statement is declared effective under the Securities Act by the SEC (the "CFP 2019 Interim Balance Sheet Date") and the related unaudited carve-out combined statements of income, net investment and cash flows of the CFP Business for the period beginning on January 1, 2019 and ended as of the CFP 2019 Interim Balance Sheet Date (such unaudited financial statements, the "CFP 2019 Interim Financial Statements"). The LLC Member and the LLC shall further furnish any other information as may be reasonably requested by NewCRG or Carrols in connection with the Registration Statement and any such filings, including providing any such information as may be required to be included in the Registration Statement or any such filings under applicable Law. The Registration Statement and such filings shall comply in all material respects with all applicable requirements of Law and the rules and regulations promulgated thereunder. NewCRG and Carrols shall, as promptly as practicable after receipt thereof, provide the LLC Member and its counsel with copies of any written comments and all other correspondence with the SEC or any other governmental officials, and advise the LLC Member and its counsel of any oral comments, with respect to the Registration Statement (or any amendment or supplement thereto) received from the SEC. Each of NewCRG, Carrols, the LLC Member and the LLC shall ensure that information supplied by it for inclusion or incorporation in such Registration Statement does not at the time the Registration Statement is filed with the SEC or at the time such Registration Statement is first published, sent or given to the Carrols stockholders contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. If, at any time prior to the Effective Time, any information relating to NewCRG, Carrols, the LLC Member or the LLC, or any of their respective Affiliates, officers, directors, members or managers, is discovered by NewCRG, Carrols, the LLC Member or the LLC that should be set forth in an amendment or supplement to the Registration Statement so that the Registration Statement would not include any misstatement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the party hereto discovering such information shall promptly notify the other parties and, to the extent required by Law, NewCRG and Carrols shall cause an appropriate amendment or supplement describing such information to be promptly filed with the SEC and, to the extent required by Law disseminated to the Carrols stockholders.

Section 7.05 Public Announcements.

(a) Carrols shall consult with the LLC Member before issuing any press release or other public statement with respect to the Mergers, this Agreement or the transactions contemplated hereby and shall not issue any such press release or make any such public statement prior to such consultation, except as may be required by applicable Law, court process or by obligations pursuant to any listing agreement with any national securities exchange.

(b) Each CFP Entity shall obtain the approval of Carrols (such approval not to be unreasonably withheld or delayed) before issuing any press release or other public statement with respect to the Mergers, this Agreement or the transactions contemplated hereby and shall not issue any such press release or make any such public statement prior to such approval, except as may be required by applicable Law, court process or by obligations pursuant to any listing agreement with any national securities exchange.

Section 7.06 Tax Matters.

(a) Each of Carrols, NewCRG, CFP, the LLC Member, the LLC, each of the Subsidiaries thereto and each of the Affiliates thereof shall report the exchanges of Carrols Common Stock and the LLC Membership Interest for NewCRG Stock pursuant to the Mergers as exchanges described in Section 351 of the Code for all U.S. federal (and applicable state, local, and non-U.S.) income Tax purposes and shall use its reasonable best efforts to cause such Mergers to qualify as exchanges described in Section 351 of the Code and shall not take any action that would, or that would be reasonably likely to, cause the exchanges not to so qualify; provided that, subject to the obligations of the Parties described in Section 7.06(d), no action taken by a Party that is specifically contemplated by this Agreement shall be considered an action that would, or that would be reasonably likely to, cause the exchanges not to so qualify. Without limitation of the foregoing, NewCRG will not, and has no plans to, cause the LLC to be a subsidiary of Carrols or cause Carrols not to be recognized as an entity whose separate existence from NewCRG is regarded for U.S. federal (and applicable state, local, and non-U.S.) income Tax purposes.

(b) Carrols, CFP, the LLC Member, NewCRG, and each of their respective Affiliates thereto will cooperate fully, as and to the extent reasonably requested by the other, in connection with the filing of the LLC's or its Subsidiaries' or any of the CFP Entities' or their direct or indirect owners' Tax Returns and any audit, litigation or other Proceeding with respect to Taxes of the LLC or its Subsidiaries or any of the CFP Entities or their direct or indirect owners in respect thereof. Such cooperation shall include the retention and (upon the other's request) the provision of records and information reasonably relevant to any such audit, litigation or other Proceeding with respect to Taxes and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder.

(c) For the avoidance of doubt, the Mergers described in this Agreement shall be consummated pursuant to a single plan of combination.

(d) If any Party discovers, after the date of this Agreement, any fact that could reasonably be expected to prevent the Mergers from qualifying for the Intended Tax Treatment, then (i) such Party shall, as soon as possible, notify the other Parties and (ii) the Parties shall cooperate in good faith and exercise their reasonable best efforts to effect the transactions contemplated hereby in a manner that would result in the Intended Tax Treatment or that would result in a Tax treatment no less favorable than the Intended Tax Treatment to the direct or indirect owners of the CFP Entities and Carrols.

Section 7.07 Benefit Plans and Employee Matters.

(a) No later than fifteen (15) Business Days prior to the Closing, the LLC Member shall provide Carrols with (i) an updated CFP Employee List current as of such date and (ii) a list of employees of the LLC Member as of such date. No later than ten (10) Business Days prior to the Closing, Carrols shall provide the LLC Member with a list of the LLC Member Employees it desires to employ after Closing (the "LLC Employees"), and the LLC Member shall take such steps as are required to transfer the employment of the LLC Employees to a Subsidiary of the LLC Member effective on or before the Closing Date. Each LLC Employee employed by a Subsidiary of the LLC Member as of the Closing Date and each LLC Member Employee employed by a Subsidiary of the LLC Member as of the Closing Date shall be a "Transferred Employee".

(b) NewCRG shall, and shall cause its Affiliates to, as applicable, give Transferred Employees full credit under any employee benefit plan or program made available to the Transferred Employees by NewCRG or any of its Affiliates following the Closing Date (each, a "Buyer Benefit Plan") for such Transferred Employees' service with the LLC Member or any of its Subsidiaries for purposes of eligibility to participate and vesting to the same extent and for the same purpose that such service was recognized by the LLC Member or any of its Subsidiaries immediately prior to the Closing Date; provided, however, that such service shall not be recognized to the extent that such recognition would result in a duplication of benefits or compensation with respect to the same period of service.

(c) NewCRG shall, and shall cause its Affiliates to, as applicable, take all such actions as are necessary, to the extent commercially reasonable, to: (i) credit any expenses incurred by the Transferred Employees and their eligible dependents under the LLC Member Benefit Plans that are group health plans in which the Transferred Employees participated immediately prior to the Closing during the portion of the applicable plan year prior to the Closing toward satisfying any deductibles, co-payments or out-of-pocket maximums under the Buyer Benefit Plans that are group health plans for the plan year in which the Closing occurs; and (ii) waive any waiting period, pre-existing condition limitation, actively-at-work requirement, or evidence of insurability requirement that would otherwise be applicable to a Transferred Employee and his or her eligible dependents under any Buyer Benefit Plan.

(d) Nothing contained in this Section 7.07 shall be considered or deemed to establish, amend, or modify any benefit or compensation plan, program, policy, agreement, arrangement, or contract, or create or confer any rights or benefits (including any third-party beneficiary rights) on any Person other than the Parties to this Agreement.

(e) Nothing contained in this Agreement shall (i) impose an obligation on NewCRG or any of its Affiliates to continue employment or offer employment to any employee of the LLC Member, the CFP Surviving Entity or its Subsidiaries after the Closing Date, (ii) limit the right of NewCRG or any of its Affiliates to terminate the employment of, or to reassign or otherwise alter the status of, any employee of the CFP Surviving Entity or its Subsidiaries after the Closing Date, or to change in any manner the terms and conditions of the employment of any employee of the CFP Surviving Entity or its Subsidiaries after the Closing Date, (iii) require NewCRG or any of its Affiliates to continue any Buyer Benefit Plan or be construed to prevent, and no action by the LLC Member or the LLC prior to the Closing Date shall limit the ability of, NewCRG or any of its Affiliates to terminate, amend, or modify to any extent or in any respect any Buyer Benefit Plan that NewCRG or any of its Affiliates may establish or maintain, or (iv) be construed as amending any Buyer Benefit Plan.

Section 7.08 Required Stockholder Approval.

(a) NewCRG shall provide each stockholder entitled to vote at the annual meeting of the stockholders of NewCRG to be held in 2019, which shall be held no later than 120 days following the Closing Date (the "NewCRG Stockholder Meeting Deadline"), or at any special meeting of the stockholders of NewCRG held prior to such date (as applicable, the "NewCRG Stockholder Meeting"), a proxy statement meeting the requirements of Section 14 of the Exchange Act and the related rules and regulations promulgated thereunder and the applicable rules promulgated by NASDAQ (the "NewCRG Proxy Statement") soliciting each such stockholder's affirmative vote at the NewCRG Stockholder Meeting for the stockholder approval contemplated by section 6(b) of the NewCRG Series C Certificate of Designation (the "NewCRG Stockholder Approval"), and NewCRG shall use its commercially reasonable efforts to solicit its stockholders to obtain the NewCRG Stockholder Approval (which efforts shall include, without limitation, hiring a reputable proxy solicitor selected by NewCRG in its sole discretion) and causing the board of directors of NewCRG to recommend to the stockholders that they provide the NewCRG Stockholder Approval, unless the board of directors of NewCRG determines in good faith, after consultation with outside legal counsel, that making such recommendation would reasonably be expected to cause the board of directors to be in breach of its fiduciary duties under applicable Law. If the NewCRG Stockholder Approval is not obtained at the NewCRG Stockholder Meeting, then NewCRG will repeat the actions and continue to use the efforts contemplated by the immediately preceding sentence (subject to the qualification contained therein) with respect to each of the following meetings of the stockholders of NewCRG until such NewCRG Stockholder Approval is obtained or such approval is no longer required.

(b) NewCRG shall provide the LLC Member's legal counsel with a reasonable opportunity to review and comment on the contents of the NewCRG Proxy Statement relating to the matter scheduled for stockholder approval referenced in Section 7.08(a) and any comments received from the SEC with respect to such matter. NewCRG shall keep the LLC Member and its counsel reasonably apprised of the status of matters relating to the NewCRG Proxy Statement and the NewCRG Stockholder Meeting, in each case to the extent relating to such matter, including promptly furnishing the LLC Member and its counsel, to the extent permitted by applicable Law, with copies of notices or other communications related to the NewCRG Proxy Statement, the NewCRG Stockholder Meeting or the transactions contemplated hereby or by any other Transaction Agreement received by NewCRG from the SEC or NASDAQ.

Section 7.09 Carrols Board Composition. Effective immediately before the Initial Effective Time, (i) the Carrols Board of Directors shall increase its size by two directorships and shall appoint two (2) persons nominated by the LLC Member to the Carrols Board of Directors, which initial nominees shall be Matthew Perelman and Alexander Sloane, and (ii) the Carrols Board of Directors shall cause such nominees to be elected and appointed as directors of NewCRG. The failure of the Carrols Board of Directors to effect the foregoing provisions of this Section 7.09 shall be deemed a breach of this Agreement by Carrols.

Section 7.10 NewCRG Stock Listing. NewCRG and Carrols shall use their respective best efforts to cause each of (a) the Issued Shares of NewCRG Common Stock and (b) the shares of NewCRG Common Stock that may be issuable upon the conversion of the Issued Shares of NewCRG Series C Preferred Stock to be approved for listing on NASDAQ, subject to official notice of issuance, as promptly as reasonably practicable following the date hereof.

Section 7.11 Registration Rights and Stockholders' Agreement. At the Closing, NewCRG and the LLC Member shall enter into a Registration Rights and Stockholders' Agreement, to be effective as of Closing, substantially in the form of Exhibit E hereto (the "Registration Rights and Stockholders' Agreement").

Section 7.12 No Solicitation; Other Offers.

(a) The CFP Entities shall not, and shall cause the LLC Member's Subsidiaries and direct the officers, directors, managers, members, employees, stockholders, representatives, agents, investment bankers and any of their respective Affiliates not to, directly or indirectly, (i) pursue, solicit, initiate, knowingly facilitate or encourage or otherwise enter into any discussions, negotiations, agreements or other arrangements regarding or which could reasonably be expected to lead to, a sale or other disposition (whether by merger, reorganization, recapitalization or otherwise) of all or any part of the membership interests or any substantial portion of the assets of the LLC Member or any of its Subsidiaries with any other Person other than Carrols or its Affiliates (an "Acquisition Proposal"), (ii) provide any confidential information to any Person other than Carrols or its Affiliates, other than information which is traditionally provided in the regular course of CFP, the LLC Member and their Subsidiaries' business operations to third parties where CFP, the LLC Member and each of their Subsidiaries and their officers, directors and Affiliates have no reason to believe that such information will be utilized to evaluate any Acquisition Proposal, or (iii) enter into a Contract with respect to an Acquisition Proposal with any third party that has submitted, or is seeking to submit, an Acquisition Proposal. For purposes of the preceding sentence, an "Acquisition Proposal" includes any request, solicitation or proposal to abandon, terminate or fail to consummate any of the transactions contemplated hereby. The LLC Member and the LLC shall, and shall cause the LLC's Subsidiaries and direct the officers, directors, members, managers, employees, stockholders, representatives, agents, investment bankers and any of their respective Affiliates to, (A) immediately cease and cause to be terminated, all existing discussions or negotiations with any Persons conducted heretofore with respect to, or that could reasonably be expected to lead to, an Acquisition Proposal, (B) promptly notify Carrols if any Acquisition Proposal, or any inquiry or contact with any Person with respect thereto which has been made as of the date of this Agreement or is subsequently made, and the details of such contact (including the identity of the third party or third parties and copies of any proposals and the specific terms and conditions discussed or proposed); and (C) keep Carrols fully informed with respect to the status of the foregoing. Carrols shall have the right and remedy to have the provisions of this Section 7.12 specifically enforced by any court having jurisdiction, it being acknowledged and agreed that any breach or threatened breach thereof may cause irreparable injury to Carrols and that money damages may not provide an adequate remedy to Carrols, which right and remedy shall be independent of all others and severally enforceable, and each of which is in addition to, and not in lieu of, any other rights and remedies available to NewCRG under law or in equity.

(b) Carrols shall not, and shall cause its Subsidiaries and direct its and their respective officers, directors, managers, members, employees, representatives, agents and investment bankers not to, directly or indirectly, pursue, solicit, initiate, knowingly facilitate or encourage, or otherwise enter into any discussions, negotiations, agreements or other arrangements regarding or which would reasonably be expected to lead to, an acquisition, sale, disposition or other transaction, other than any transaction set forth in Section 6.02 of the Carrols Disclosure Schedule, with any Person other than the LLC Member or its Affiliates that would reasonably be expected to have a Carrols Material Adverse Effect (a "Conflicting Transaction") or enter into a Contract with any other Person in respect of a Conflicting Transaction, and shall, and shall cause its Subsidiaries and direct its and their respective officers, directors, managers, members, employees, representatives, agents and investment bankers to, immediately cease and cause to be terminated, all existing discussions or negotiations with any Persons conducted heretofore with respect to, or that would reasonably be expected to lead to, a Conflicting Transaction. For purposes of the preceding sentence, a Conflicting Transaction includes any request, solicitation or proposal to abandon, terminate or fail to consummate any of the transactions contemplated hereby or by the other Transaction Agreements. The CFP Entities shall have the right and remedy to have the provisions of this Section 7.12 specifically enforced by any court having jurisdiction, it being acknowledged and agreed that any breach or threatened breach thereof may cause irreparable injury to the CFP Entities and that money damages may not provide an adequate remedy to the CFP Entities, which right and remedy shall be independent of all others and severally enforceable, and each of which is in addition to, and not in lieu of, any other rights and remedies available under law or in equity. For the avoidance of doubt, this Section 7.12(b) does not, and is not intended to, restrain or prohibit Carrols from pursuing, soliciting, initiating, knowingly facilitating or encouraging or otherwise entering into any discussions, negotiations, agreements or other arrangements regarding the exercise of any existing right of first refusal with respect to franchise restaurant transfers or any other acquisitions of restaurants by Carrols in the ordinary course of business consistent with past practice, to the extent the same would not reasonably be expected to have a Carrols Material Adverse Effect.

Section 7.13 Financing.

(a) From the date hereof until the Closing, each of the CFP Entities shall, and shall cause each of its Subsidiaries to, and shall use its commercially reasonable efforts to cause its and their respective Representatives to, provide, or cause to be provided, to NewCRG and Carrols and their actual or prospective Financing Sources reasonable access to such information concerning the CFP Entities, their Subsidiaries and their respective businesses as may be reasonably requested by NewCRG, Carrols or such Financing Source(s) in order to secure the Financing (provided that, pursuant to the terms of the Confidentiality Agreement, Carrols shall be responsible for unauthorized use by such Financing Source(s) of any "confidential material" (as defined in the Confidentiality Agreement) relating to any CFP Entity). In connection with the transactions contemplated by this Agreement, NewCRG or Carrols may assign or pledge all or any portion of its rights or obligations under this Agreement to such Financing Source(s) in connection with the Financing; provided that such assignment or pledge shall not relinquish NewCRG or Carrols from their obligations hereunder. From the date hereof until the Closing, each of the CFP Entities shall, and shall cause each of its Subsidiaries to, use their commercially reasonable efforts to provide, and to use commercially reasonable efforts to cause its and their respective Representatives to provide, such cooperation as is customary for financings of a type similar to the Financing and/or as may be reasonably requested by NewCRG, Carrols or any of their Financing Sources in connection with the procurement of the Financing, including, without limitation:

(i) designating appropriate members of senior management of the CFP Entities and their respective Subsidiaries to participate, at reasonable times to be mutually agreed, in a reasonable number of meetings, presentations, sessions with rating agencies and other meetings, including lender presentations and a customary bank meeting with the Financing Sources acting as lead arrangers or agents for, and material prospective Financing Sources for, the Financing;

(ii) participation by appropriate members of the senior management team of the CFP Entities and their respective Subsidiaries in the marketing activities undertaken in connection with the marketing of the Financing;

(iii) assisting NewCRG, Carrols and the Financing Sources with the timely preparation of (A) bank information memoranda, (B) rating agency presentations and (C) other customary marketing and syndication documents and materials, in each case, to the extent necessary to consummate the Financing necessary to fund the Required Amount (such documents and materials, collectively, the "Financing Documents");

(iv) preparing and furnishing to NewCRG, Carrols and their Financing Sources as promptly as practicable the Required Information;

(v) participation by senior management of the CFP Entities and their respective Subsidiaries in the negotiation of, and assisting NewCRG and Carrols and their respective Representatives in connection with the preparation of, definitive financing documents, including any pledge and security documents, guarantee and collateral documents and other certificates and documents as may be reasonably requested by NewCRG and/or Carrols and otherwise reasonably facilitating the pledging of collateral and the granting of security interests in respect of the Financing; it being understood that such documents will not take effect until the Effective Time;

(vi) delivering notices of prepayment within the time periods required by the relevant agreements governing Indebtedness and obtaining customary payoff letters, lien terminations and instruments of discharge with respect to the Indebtedness required by this Agreement to be terminated, in each case, reasonably satisfactory to NewCRG and Carrols, and giving any other necessary notices and otherwise cooperating in the prepayment in full and termination in full of any such Indebtedness and the termination in full of all guaranties and security interests in connection therewith;

(vii) reasonably assisting NewCRG and Carrols in obtaining corporate, corporate family, credit and/or facility ratings from rating agencies; and

(viii) furnishing NewCRG, Carrols and their Representatives promptly, and in any event at least two (2) Business Days prior to the Closing Date (to the extent requested by NewCRG or Carrols in writing at least ten (10) Business Days prior to the Closing Date), with all documentation and other information required with respect to the Financing under applicable "know your customer" and anti-money laundering rules and regulations.

(b) Each of the CFP Entities hereby consents, on behalf of itself and its Subsidiaries, to the use of all logos of the CFP Entities and their respective Subsidiaries in connection with the Financing so long as such logos (i) are used solely in a manner that is not intended to or likely to harm or disparage the CFP Entities or any of their respective Subsidiaries or the reputation or goodwill of the CFP Entities or any of their respective Subsidiaries and (ii) are used solely in connection with a description of the CFP Entities or any of their respective Subsidiaries, their respective businesses and products or the transactions contemplated hereby.

(c) Notwithstanding the foregoing, (x) nothing contained in this Section 7.13 shall require cooperation with NewCRG or Carrols to the extent it would interfere unreasonably with the business and operations of any CFP Entity, encumber any of the assets of any CFP Entity prior to the Effective Time, require any CFP Entity to pay any commitment or other fee or make any other payment in connection with the Financing prior to the Effective Time (unless contemporaneously reimbursed by NewCRG or Carrols pursuant to the terms of this Agreement), result in a breach of any contract in effect as of the date hereof, or impose any liability on any CFP Entity, prior to the Effective Time, and (y) no CFP Entity, nor any of their respective directors or officers, shall (A) be required to take any action in the capacity as a member of the board of managers or member of the LLC Member or any of its subsidiaries to authorize or approve the Financing prior to the Effective Time, (B) have any liability or any obligation under any definitive agreement or any other agreement or document related to the Financing or (C) be required to incur any other liability in connection with the Financing.

(d) NewCRG and Carrols shall promptly, upon request by any CFP Entity, reimburse such CFP Entity for any reasonable and documented out-of-pocket costs and expenses (including reasonable attorneys' fees) incurred by it or any of its Affiliates at NewCRG's request in connection with the cooperation of each CFP Entity contemplated by this Section 7.13 and shall indemnify and hold harmless each CFP Entity for and against any and all losses suffered or incurred by them in connection with the arrangement of the Financing, any action taken by them at the request of NewCRG or Carrols pursuant to this Section 7.13 and any information utilized in connection therewith.

(e) NewCRG and Carrols shall each use its commercially reasonable efforts to obtain the Financing on the terms and conditions set forth in the Financing Commitment, including by using commercially reasonable efforts to (i) maintain in effect the Financing Commitment, (ii) negotiate definitive agreements with respect to the Financing (the "Financing Agreements") on terms and conditions consistent with those set forth in the Financing Commitment (including, as necessary, agreeing to any requested changes to the commitments thereunder in accordance with any "flex" provisions contained in any Fee Letter), in each case which terms do not impose new or additional conditions, or expand on the existing conditions, to the funding of the proceeds of the Financing at or prior to the Effective Time or reduce the aggregate amount of the proceeds from the Financing below the Required Amount (taking into account cash on hand), (iii) satisfy (or obtain waivers of) on a timely basis all conditions set forth in the Financing Commitment or Financing Agreements applicable to NewCRG or Carrols and their Subsidiaries to obtain the Financing and to the extent within its control, and (iv) upon satisfaction of such conditions and the other conditions set forth in ARTICLE VIII (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the fulfillment or waiver of those conditions at the Closing), consummate the Financing at or prior to the Closing (and in any event prior to the End Date) and enforce its rights under the Financing Commitments. NewCRG and Carrols shall furnish to the LLC Member correct and complete copies of any Financing Agreement or any Alternate Financing Commitment (as defined below) and, in each case, ancillary documents thereto.

(f) Without LLC Member's prior written consent (such consent not to be unreasonably withheld, conditioned or delayed), NewCRG and Carrols shall not agree to any replacement, amendment or modification to the Financing Commitment if such replacement, amendment or modification would (x) reduce the amount of aggregate cash proceeds available from the Financing below an amount that, when combined with available cash of NewCRG and Carrols, is sufficient to fund the Required Amount, (y) impose new or additional conditions precedent that would reasonably be expected to materially delay or prevent the Closing or make the funding of the Financing materially less likely to occur or (z) materially impact the ability of NewCRG and Carrols to enforce its rights against other parties to the Financing Commitment of the definitive agreements with respect thereto; provided that NewCRG or Carrols may amend the Financing Commitment to add lenders, lead arrangers, bookrunners, syndication agents or similar entities that have not executed the Financing Commitment as of the date of this Agreement. Upon any such permitted amendment, supplement, modification, waiver or replacement of the Financing Commitment in accordance with this Section 7.13(f), the terms "Financing Commitment" and "Financing" shall refer to the Financing Commitment as so amended, supplemented, modified, waived or replaced and the debt financing contemplated thereby. Without limiting the generality of the foregoing, NewCRG and Carrols shall give the LLC Member and its counsel prompt written notice: (A) of any material breach or default by any party to the Financing Commitment, in each case, of which NewCRG or Carrols becomes aware; and (B) of the receipt of any written notice or other written communication from any Person with respect to any breach or default or threatened breach, termination or repudiation by any party to any Financing Commitment. If any portion of the Financing becomes unavailable (after giving effect to any other financing sources then available) on the terms and conditions (including the flex provisions) contemplated in the Financing Commitment in effect on the date of this Agreement (other than as a result of the termination of the Financing Commitment on the End Date pursuant to the terms thereof) so as to reduce the amount of aggregate cash proceeds from the portion of the Financing that is still available below an amount that, when combined with available cash of NewCRG and Carrols, is sufficient to fund the Required Amount, NewCRG and Carrols shall use their commercially reasonable efforts to arrange and obtain, as promptly as practicable following the occurrence of such event, alternate financing from the same or alternative sources in an amount sufficient, when added to the portion of the Financing being replaced that is still available and available cash of NewCRG and Carrols, to fund the Required Amount and on terms and conditions that are not less favorable to NewCRG and Carrols, taken as a whole (taking into account any flex provisions), than those set forth in the Financing Commitment in effect on the date of this Agreement ("Alternate Financing" and the agreement that evidences such commitment, the "Alternate Financing Commitment"). NewCRG and Carrols shall from time to time, keep the LLC Member and its counsel reasonably informed of the status of their efforts to arrange the Financing in reasonable detail. Any reference in this Agreement to the "Financing" and "Financing Commitment" (other than Section 5.11) shall include the financing contemplated by the Financing Commitment on the date of this Agreement, as permitted to be amended, modified or replaced (in whole or in part) by this Section 7.13, including any Alternate Financing Commitment.

(g) Notwithstanding anything in this Agreement to the contrary, no Financing Source shall have any liability for any obligations or liabilities of the CFP Entities or for any claim (whether in tort, contract or otherwise), based on, in respect of, or by reason of, any Merger or the other transactions contemplated hereby. In no event shall the CFP Entities or any of their respective Affiliates (i) seek to enforce this Agreement against, make any claims for breach of this Agreement against, or seek to recover monetary damages from, any Financing Source in its capacity as such or (ii) seek to enforce the commitments directly against, make any claims for breach of the commitments contained in the Financing Commitment against, or seek to recover monetary damages from, or otherwise sue, the Financing Sources for any reason, including in connection with the Financing or the obligations of the Financing Sources thereunder. Nothing in this Section 7.13(g) shall in any way limit or qualify the rights, obligations and liabilities of the parties to the Financing Commitment under the Financing Commitment or the rights of the CFP Entities to enforce this Agreement against, make any claims for breach of this Agreement against, or seek to recover monetary damages from, Carrols, NewCRG or the Merger Subs.

Section 7.14 Director and Officer Liability.

(a) From and after the Closing Date, to the extent permitted by applicable Law, the CFP Surviving Entity and its Subsidiaries will (and NewCRG will cause the CFP Surviving Entity and its Subsidiaries to) (i) indemnify, defend and hold harmless, against any costs or expenses (including attorney's fees and expenses and disbursements), judgments, fines, losses, claims, damages or liabilities incurred in connection with any claim, action, suit, proceeding or investigation, whether civil, criminal, administrative or investigative, and provide advancement of expenses to, all past and present directors and officers of the LLC Member and its Subsidiaries (in their respective capacities as such) (each, an "Indemnified Party") to the extent such claim, action, suit, proceeding or investigation arises out of or pertains to (A) any act or omission by the Indemnified Party in his or her capacity as a director or officer of the LLC Member or any of its Subsidiaries prior to the Effective Time or (B) the LLC Merger, in either case, to the same extent such persons are indemnified or have the right to advancement of expenses as of the date hereof by the LLC Member or any of its Subsidiaries pursuant to the charters, limited liability company agreements or other organizational documents of the LLC Member and its Subsidiaries and any indemnification agreements in existence on the date hereof with any Indemnified Party and (ii) cause to be maintained in effect in the charters, limited liability company agreements or other organizational documents of the CFP Surviving Entity and its Subsidiaries (or any successors thereto) for a period of six (6) years after the Closing Date, the current provisions regarding indemnification, limitation of liability and advancement of expenses of Indemnified Parties contained in the charters, limited liability company agreements or other organizational documents of the LLC Member and its Subsidiaries as of the date hereof.

(b) On or prior to the Effective Time, NewCRG shall pay for and cause to be obtained, and to be effective at the Effective Time, one or more prepaid "tail" insurance policies covering the Indemnified Parties (the "D&O Insurance") with a claims period of at least six years from the Effective Time containing terms and conditions that are, taken as a whole, at least as favorable as the LLC Member's and its Subsidiaries' existing D&O Insurance for claims arising from facts or events that occurred at or prior to the Effective Time; provided that the maximum aggregate premium for such "tail" insurance policies that NewCRG shall be required to expend shall not exceed three hundred percent (300%) of the amount paid by the LLC Member and its Subsidiaries for coverage during the last full fiscal year (such three hundred percent (300%) amount, the "Maximum Annual Premium") which annual premiums are set forth in Section 7.14(b) of the CFP Disclosure Schedule. If such insurance can only be obtained at an annual premium in excess of the Maximum Annual Premium, then NewCRG and the CFP Surviving Entity shall only be obligated to obtain a policy or policies with the greatest coverage available for a cost not exceeding the Maximum Annual Premium in the aggregate.

(c) If the CFP Surviving Entity or any of its successors or assigns (i) consolidates with or merges into any other entity and is not the continuing or surviving entity of such consolidation or merger or (ii) transfers all or substantially all of its properties and assets to any individual or entity, then, to the extent necessary, proper provisions shall be made so that the successors and assigns of the CFP Surviving Entity shall assume all of the obligations set forth in this Section 7.14(c).

Section 7.15 LLC Member and LLC Closing Deliveries. At the Closing, the LLC Member and the LLC shall deliver or cause to be delivered to Carrols and NewCRG:

(a) a certificate duly executed by the Chief Executive Officer of the LLC Member, dated as of the Closing, attesting to the satisfaction of the conditions set forth in Section 8.02(a), Section 8.02(b) and Section 8.02(c);

(b) one or more payoff letters or equivalent with respect to any interest rate or currency-swap obligations (each, a "Payoff Letter" and collectively, the "Payoff Letters"), duly executed by the applicable lenders (or agent thereof), with respect to all Indebtedness of the LLC Member, the LLC or their Subsidiaries set forth in Section 3.12(a)(vii) of the CFP Disclosure Schedule other than any capital leases set forth therein (the "LLC Existing Debt"), each of which Payoff Letters shall be in form and substance reasonably satisfactory to Carrols and NewCRG and, in any event, shall (i) indicate the total amount required to be paid to fully satisfy all principal, interest, prepayment premiums, penalties, breakage costs and any other monetary obligations then due and payable under the relevant LLC Existing Debt as of the anticipated Closing Date (and the per diem accrual thereafter) (such amount payable with respect to any Payoff Letter and LLC Existing Debt, the "Payoff Amount"), (ii) state that immediately upon receipt of the Payoff Amount as set forth in each such Payoff Letter, (A) the related LLC Existing Debt and all related loan documents shall be automatically terminated (but excluding any obligations that, by their express terms, are to survive the termination of any LLC Existing Debt and the related loan documents), and (B) all Liens and all guarantees in connection therewith relating to the assets and properties of the LLC Member, the LLC or any of their Subsidiaries securing such obligations shall be automatically released and terminated, in each case, without further action by any Person, and (iii) be accompanied by UCC termination statements, releases and any other documentation necessary to evidence the satisfaction in full of such Indebtedness and the release of any and all Liens, other than Permitted Liens, relating to the assets, equity and property of the LLC Member, the LLC or their Subsidiaries;

(c) a certificate from the Secretary of CFP certifying on the Closing Date that attached to such certificate are true, correct and complete copies of (i) the resolutions duly adopted by the board of managers of CFP, and written consents duly executed by the sole members of each of the LLC Member and the LLC, authorizing, as applicable, CFP's, the LLC Member's and the LLC's execution, delivery and performance of this Agreement and the other Transaction Agreements to which such CFP Entity is a party and the transactions contemplated by the Transaction Agreements to which such CFP Entity is a party and (ii) the certificate of formation of each of the LLC Member and the LLC as in effect immediately prior to the Closing;

(d) a copy of the Registration Rights and Shareholders Agreement duly executed by the LLC Member;

(e) a certification in the form of Exhibit F attached hereto from the LLC Member (or, to the extent required by applicable Tax Law, any of its respective Affiliates) that the LLC Member (or, to the extent required by applicable Tax Law, any of its respective Affiliates) is not a "foreign person" as such term is used in Section 1445(b)(2) of the Code (the "FIRPTA Certificate");

(f) evidence (including invoices received from applicable third parties) that all the CFP Entities Transaction Expenses shall have been paid in full prior to the Closing;

(g) duly executed letters of resignation, in the form attached hereto as Exhibit H and effective as of the Closing, of each of the officers and directors of the LLC and its Subsidiaries listed on Section 7.15(g) of the CFP Disclosure Schedule, resigning from the positions held by such individual as set forth opposite such individual's name thereon;

(h) duly executed consents to this Agreement, the Mergers, and the Transaction Agreements from BKC or its Affiliates and Popeyes or its Affiliates;

(i) duly executed copies of the documentation evidencing the CFP Reorganization to reasonably inform Carrols that such CFP Reorganization has been completed in accordance with the steps set forth in Section 8.02(f) of the CFP Disclosure Schedule; and

(j) a written calculation (including supporting documentation), in form and substance reasonably satisfactory to Carrols, of the amount of Net Debt outstanding immediately prior to the Effective Time.

Section 7.16 NewCRG and Carrols Closing Deliverables. At the Closing, NewCRG and Carrols shall deliver or cause to be delivered to the LLC Member:

(a) (i) confirmation that ownership of the Issued Shares of NewCRG Common Stock has been recorded in the name of the LLC Member in the books and records of NewCRG and its transfer agent and (ii) stock certificates issued to LLC Member for the Issued Shares of NewCRG Preferred Stock;

(b) a copy of the Registration Rights and Shareholders Agreement duly executed by NewCRG;

(c) a duly executed consent to this Agreement, the Mergers, and the other Transaction Agreements from BKC;

(d) a certificate duly executed by the Chief Executive Officer of Carrols, dated as of the Closing, attesting to the satisfaction of the conditions set forth in Section 8.03(a) and Section 8.03(b); and

(e) a duly executed consent by each holder of shares of Carrols Series B Preferred Stock authorizing the Mergers and the other transactions contemplated by this Agreement that require such consent (the "Carrols Preferred Stockholder Consent").

ARTICLE VIII
CONDITIONS PRECEDENT

Section 8.01 Conditions to Each Party's Obligation to Effect the Mergers. The respective obligations of each Party to effect the Mergers are subject to the satisfaction or waiver, on or prior to the Closing Date, of the following conditions:

(a) Requisite Regulatory Approvals. All waiting periods (and extensions thereof) under the HSR Act relating to the transactions contemplated by the Transaction Agreements shall have expired or been terminated.

(b) No Injunctions or Restraints. No provision of any applicable Law, and no judgment, injunction, Order or decree (whether temporary, preliminary or permanent) of, or Proceeding initiated by, any Governmental Authority of competent jurisdiction, shall be in effect which prevents, makes illegal or otherwise prohibits the consummation of the transactions contemplated by this Agreement.

(c) Registration Statement Effectiveness. The Registration Statement shall have been declared effective, no stop order suspending the effectiveness of the Registration Statement shall be in effect and no Proceedings for such purpose shall be pending before the SEC.

(d) Consent of BKC and Popeyes. The written consent of each of BKC or its Affiliates and Popeyes or its Affiliates with respect to the Mergers and the other transactions contemplated by this Agreement and the other Transaction Agreements that require such consent shall have been obtained.

(e) Carrols Preferred Stockholder Consent. Carrols shall have received the Carrols Preferred Stockholder Consent.

(f) NewCRG Stock Listing. The shares of NewCRG Stock set forth in Section 7.10 shall have been approved for listing on NASDAQ, subject to official notice of issuance.

Section 8.02 Conditions to Obligations of Carrols. The obligations of Carrols to effect the Mergers are further subject to the following conditions:

(a) Representations and Warranties. Each of the representations and warranties of a CFP Entity contained (i) in clause (b) of Section 3.08 (Absence of Certain Changes or Events), Section 3.21 (Brokers and Other Fees) and Section 4.04 (Brokers and Other Fees) shall be true and correct in all respects on and as of the date of this Agreement and at and as of the Closing, (ii) in Section 3.03 (Capital Structure) and Section 4.01 (Ownership of/Title to Securities) shall be true and correct in all respects on and as of the date of this Agreement and at and as of the Closing (except for *de minimis* inaccuracies) and (iii) in Section 3.01 (Organization), Section 3.04 (Authority; Execution and Delivery; Enforceability) and Section 4.02 (Authority; Execution and Delivery; Enforceability) shall be true and correct in all material respects on and as of the date of this Agreement and at and as of the Closing (except to the extent such representations and warranties address matters as of particular dates, in which case, such representations and warranties shall be true and correct in all material respects on and as of such dates). All representations and warranties of each CFP Entity contained in this Agreement other than those described in the preceding sentence shall be true and correct in all respects (without giving effect to any limitation as to "materiality" or "Material Adverse Effect" set forth therein) on and as of the date of this Agreement and at and as of the Closing (except to the extent such representations and warranties address matters as of particular dates, in which case, such representations and warranties shall be true and correct in all respects on and as of such dates), except where the failure of such representations and warranties to be true and correct (without giving effect to any limitation as to "materiality" or "Material Adverse Effect" set forth therein), individually or in the aggregate, has not had and would not reasonably be expected to have a Material Adverse Effect.

(b) Performance of Obligations of the CFP Entities. Each of the CFP Entities shall have performed and complied in all material respects with all agreements, covenants and conditions required under this Agreement to be performed or complied with by such CFP Entity at or prior to the Closing Date.

(c) Absence of Material Adverse Effect. Since the date of this Agreement there shall not have been any event, change, effect or development that, individually or in the aggregate, has had or would reasonably be expected to have a Material Adverse Effect.

(d) Registration Rights and Stockholders' Agreement. Each of the parties thereto (other than NewCRG) shall have entered into the Registration Rights and Stockholders' Agreement.

(e) Certain Documentation. The LLC Member shall have delivered duly executed copies of each of the documents required to be delivered by the LLC Member and the LLC pursuant to Section 8.02(e) of the CFP Disclosure Schedule.

(f) CFP Reorganization. The CFP Entities shall have completed the CFP Reorganization pursuant to, and in accordance with, the steps set forth in Section 8.02(f) of the CFP Disclosure Schedule and shall have provided Carrols with all material documentation related to the CFP Reorganization evidencing that such CFP Reorganization has been completed in accordance with the steps set forth in Section 8.02(f) of the CFP Disclosure Schedule, including the delivery of a fully executed copy of the Contribution Agreement.

(g) Other Closing Deliveries. The LLC Member and the LLC shall have delivered or caused to be delivered the documentation required to be delivered by them pursuant to Section 7.15.

(h) Additional Actions. The LLC Member and the LLC shall have completed, or caused their applicable Subsidiaries to complete, the matters set forth in Section 8.02(h) of the CFP Disclosure Schedule.

Section 8.03 Conditions to Obligations of the CFP Entities. The obligations of the CFP Entities to effect the Mergers are further subject to the following conditions:

(a) Representations and Warranties. Each of the representations and warranties of Carrols contained (i) in clause (a) of Section 5.09 (Absence of Certain Changes or Events) and in Section 5.10 (Tax Qualification) shall be true and correct in all respects on and as of the date of this Agreement and at and as of the Closing, (ii) in Section 5.04 (Capital Structure) shall be true and correct in all respects on and as of the date of this Agreement and at and as of the Closing (except for *de minimis* inaccuracies), and (iii) in Section 5.01 (Organization) and in Section 5.05 (Authority; Execution and Delivery, Enforceability) shall be true and correct in all material respects on and as of the date of this Agreement and at and as of the Closing (except to the extent such representations and warranties address matters as of particular dates, in which case, such representations and warranties shall be true and correct in all material respects on and as of such dates). All representations and warranties of Carrols contained in this Agreement other than those described in the preceding sentence shall be true and correct in all respects (without giving effect to any limitation as to "materiality" or "Carrols Material Adverse Effect" set forth therein) on and as of the date of this Agreement and at and as of the Closing (except to the extent such representations and warranties address matters as of particular dates, in which case, such representations and warranties shall be true and correct in all respects on and as of such dates), except where the failure of such representations and warranties to be true and correct (without giving effect to any limitation as to "materiality" or "Carrols Material Adverse Effect" set forth therein), individually or in the aggregate, has not had and would not reasonably be expected to have a Carrols Material Adverse Effect.

(b) Performance of Obligations of Carrols. Carrols and its Affiliates shall have performed and complied in all material respects with all agreements, covenants and conditions required under this Agreement to be performed or complied with by it at or prior to the Closing Date.

(c) Filing of NewCRG Series C Certificate of Designation. NewCRG shall have filed the NewCRG Series C Certificate of Designation substantially in the form attached hereto as Exhibit G (the "NewCRG Series C Certificate of Designation").

(d) Registration Rights and Stockholders' Agreement. NewCRG shall have executed and delivered the Registration Rights and Stockholders' Agreement.

ARTICLE IX
TERMINATION

Section 9.01 Termination. Notwithstanding anything in this Agreement to the contrary, this Agreement may be terminated and the Mergers and other transactions contemplated herein may be abandoned at any time before the Closing:

(a) Mutual Consent. By the mutual written agreement of Carrols and the LLC Member;

(b) Breach of Representations, Warranties, Covenants or Agreements.

(i) By Carrols upon delivery of written notice to the LLC Member, if there has been a breach of any representation, warranty, covenant or agreement made by any CFP Entity in this Agreement, which breach (A) would be sufficient to cause the failure of a condition set forth in Section 8.02 to be satisfied as of the Closing Date and (B) (x) cannot be cured by the End Date or (y) if capable of being cured, shall not have been cured by the date that is thirty (30) calendar days following receipt of written notice to the LLC Member from Carrols of such breach; provided that Carrols may not terminate this Agreement pursuant to this Section 9.01(b)(i) if Carrols is then in breach of this Agreement in any material respect which breach has not been cured.

(ii) By the LLC Member upon delivery of written notice to Carrols, if there has been a breach of any representation, warranty, covenant or agreement made by Carrols in this Agreement, which breach (A) would be sufficient to cause the failure of a condition set forth in Section 8.03 to be satisfied as of the Closing Date and (B) (x) cannot be cured prior to the End Date or (y) if capable of being cured, shall not have been cured by the date that is thirty (30) calendar days following receipt of written notice to Carrols from the LLC Member of such breach; provided that the LLC Member may not terminate this Agreement pursuant to this Section 9.01(b)(ii) if the LLC Member is then in breach of this Agreement in any material respect which breach has not been cured.

(c) Failure to Deliver Certain Financial Information. Notwithstanding Section 9.01(b)(i) above, by Carrols upon delivery of written notice to the LLC Member if the LLC Member and the LLC shall have failed to deliver, or caused to be delivered, the financial information set forth in the first sentence of Section 7.04(b) to Carrols in the time period specified therein.

(d) End Date. By the LLC Member or Carrols upon delivery of written notice to the other if the Closing has not occurred on before 5:00 p.m., New York time, on June 15, 2019 (the "End Date"); provided that neither Carrols nor the LLC Member will be entitled to terminate this Agreement pursuant to this Section 9.01(d) if the material breach of, or material failure to fulfill any obligation under, this Agreement by, in the case of Carrols, any of Carrols, NewCRG or either Merger Sub or, in the case of the LLC Member, any CFP Entity has been a significant cause of the failure of the Closing to occur at or prior to such time on the End Date.

(e) Orders; Laws. By either Carrols or the LLC Member upon delivery of written notice to the other if any Governmental Authority shall have issued or entered any final and non-appealable Order or enacted any Law which, in any such case, (i) permanently restrains, enjoins or otherwise prohibits the consummation of the transactions contemplated by this Agreement or (ii) would prevent the Closing from occurring as contemplated by this Agreement on or prior to the applicable time on the End Date; provided that neither Carrols nor the LLC Member will be entitled to terminate this Agreement pursuant to this Section 9.01(e) if such Person's (or, in the case of the LLC Member, any CFP Entity's) material breach of, or material failure to fulfill any obligation under, this Agreement is a significant cause of the issuance or entry of such Order or enactment of such Law.

Section 9.02 Effect of Termination. In the event this Agreement is terminated pursuant to Section 9.01, this Agreement shall become void and of no effect without liability of any Party (or any Affiliate, stockholder, member, director, officer, employee, agent, consultant or representative of such Party or its Affiliates); provided, that, the termination of this Agreement shall not relieve any Party from any liability for such Party's willful and material breach of a covenant, representation or warranty contained in this Agreement occurring prior to such termination, or for such Party's actual Fraud. The provisions of Section 7.13(d), this Section 9.02, Section 9.04, ARTICLE X, ARTICLE XI and the Confidentiality Agreement shall survive any termination hereof. For purposes of this Agreement, "willful and material breach" shall mean a breach that is a consequence of an act undertaken, or failed to be undertaken, by the breaching party with the knowledge that the taking of such act, or the failure to take such act would, or would reasonably be expected to, result in a material breach of this Agreement.

Section 9.03 Extension; Waiver. At any time prior to the Effective Time, the Parties may (a) extend the time for the performance of any of the obligations or other acts of the other Parties or (b) waive compliance with any of the agreements or conditions contained in this Agreement. Any agreement on the part of a Party to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such Party. The failure of any Party to this Agreement to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of such rights.

Section 9.04 Remedies. Each of the Parties shall have and retain all rights and remedies, at law or in equity, including rights to specific performance and injunctive or other equitable relief, arising out of or relating to a breach or threatened breach of this Agreement. Without limiting the generality of the foregoing, each of the parties acknowledges that money damages would not be a sufficient remedy for any breach or threatened breach of this Agreement and that irreparable harm would result if this Agreement were not specifically enforced. Therefore, the rights and obligations of the parties shall be enforceable by a decree of specific performance issued by any court of competent jurisdiction, and appropriate injunctive relief may be applied for and shall be granted in connection therewith, without the necessity of posting a bond or other security or proving irreparable harm and without regard to the adequacy of any remedy at Law. A Party's right to specific performance and injunctive relief shall be in addition to all other legal or equitable remedies available to such Party.

ARTICLE X
GENERAL PROVISIONS

Section 10.01 Expenses. Except as otherwise provided elsewhere in this Agreement, all costs and expenses incurred in connection with this Agreement shall be paid by the Party incurring such cost or expense.

Section 10.02 Notices. All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be deemed given and effective (i) three (3) Business Days after being sent by registered or certified mail, return receipt requested, postage prepaid, (ii) one (1) Business Day after being sent for next Business Day delivery, fees prepaid, via a reputable nationwide overnight courier service, (iii) immediately upon delivery by hand on a Business Day during regular business hours, (iv) upon transmission, if sent via email prior to 5:00 p.m. New York time on a Business Day (with a copy sent on the same Business Day for next Business Day delivery, fees prepaid, via a reputable nationwide overnight courier service) or (v) the Business Day following transmission, if sent via email at or after 5:00 p.m. New York time on a Business Day (with a copy sent on the same Business Day for next Business Day delivery, fees prepaid, via a reputable nationwide overnight courier service), in each case, to the parties at the following addresses (or at such other address for a Party as shall be specified by like notice):

(a) Carrols, to:

Carrols Restaurant Group, Inc.
968 James St.
Syracuse, NY 13203
Attention: William E. Myers; VP & General Counsel
Facsimile: (315) 475-9616
Email: wmyers@carrols.com

with a copy (which shall not constitute notice) to:

Akerman LLP
666 5th Avenue, 20th Floor
New York, NY 10103
Attention: Wayne Wald; Palash Pandya
Email: wayne.wald@akerman.com; palash.pandya@akerman.com

(b) if to a CFP Entity, to

Cambridge Franchise Partners, LLC
208 N. Garnett Street
Henderson, North Carolina 27536
Attention: Matthew Perelman; Alex Sloane
Email: perelman@garnettstation.com; sloane@garnettstation.com

with a copy (which shall not constitute notice) to:

Kirkland & Ellis LLP
601 Lexington Avenue
New York, NY 10022
Attention: Eric L. Schiele, P.C.; Willard S. Boothby
Email: eric.schiele@kirkland.com; willard.boothby@kirkland.com

and

Kirkland & Ellis LLP
300 North LaSalle Street
Chicago, Illinois 60654
Attention: Jeremy S. Liss, P.C.; Matthew S. Arenson
Email: jliss@kirkland.com; marenson@kirkland.com

Section 10.03 Interpretation.

(a) When a reference is made in this Agreement to an Article, a Section, an Exhibit or a Schedule, such reference shall be to an Article, a Section, an Exhibit or a Schedule of this Agreement unless otherwise indicated. The table of contents and headings contained in this Agreement are for reference purposes only and shall not in any way affect in any way the meaning or interpretation of this Agreement. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation". The phrases "herein," "hereof," "hereunder" and words of similar import shall be deemed to refer to this Agreement as a whole, including the Exhibits and Schedules hereto, and not to any particular provision of this Agreement. The words "neither," "nor," any," "either" and "or" shall be inclusive and not exclusive. The word "extent" in the phrase "to the extent" means the degree to which the subject extends and does not simply mean "if." References to "dollars" or "$" are references to U.S. dollars. The meaning assigned to each capitalized term defined and used in this Agreement is equally applicable to both the singular and the plural forms of such term, and words denoting any gender include all genders. Where a word or phrase is defined in this Agreement, each of its other grammatical forms has a corresponding meaning. All terms defined in this Agreement will have the defined meanings when used in any certificate or other document made or delivered pursuant to this Agreement unless otherwise defined in such certificate or document. References to any Person include the successors and permitted assigns of that Person. A reference to any specific legislation or to any provision of any legislation includes any amendment to, and any modification, re-enactment or successor thereof, any legislative provision substituted therefor and all rules, regulations and statutory instruments issued thereunder or pursuant thereto, except that, for purposes of any representations and warranties in this Agreement that are made as a specific date, references to any specific legislation will be deemed to refer to such legislation or provision (and all rules, regulations and statutory instruments issued thereunder or pursuant thereto) as of such date. References to any Contract are to that Contract as amended, modified or supplemented from time to time.

(b) The Parties acknowledge and agree that they have been represented by legal counsel during, and have participated jointly in, the negotiation and execution of this Agreement. Accordingly, they waive the application of any Law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the Party drafting such agreement or document.

Section 10.04 Disclosure Schedules.

(a) The CFP Entities have set forth certain information in the CFP Disclosure Schedule in a section thereof that corresponds to the Section or portion of a Section of this Agreement to which it relates. Notwithstanding anything to the contrary herein, a matter set forth in one section of the CFP Disclosure Schedule need not be set forth in any other section of the CFP Disclosure Schedule so long as its relevance to such other section of the CFP Disclosure Schedule or Section of this Agreement is reasonably apparent on the face of the information disclosed in such CFP Disclosure Schedule. Without limiting the generality of the foregoing, the mere listing (or inclusion of a copy) of a document or other item shall not be deemed adequate to disclose an exception to a representation or warranty made herein (unless the representation or warranty has to do with the existence of the document or other item itself) and the provision of monetary or other quantitative thresholds for disclosure on the CFP Disclosure Schedule does not and shall not be deemed to create or imply a standard of materiality hereunder.

(b) Carrols has set forth certain information in the Carrols Disclosure Schedule in a section thereof that corresponds to the Section or portion of a Section of this Agreement to which it relates. Notwithstanding anything to the contrary herein, a matter set forth in one section of the Carrols Disclosure Schedule need not be set forth in any other section of the Carrols Disclosure Schedule so long as its relevance to such other section of the Carrols Disclosure Schedule or Section of this Agreement is reasonably apparent on the face of the information disclosed in such Carrols Disclosure Schedule. Without limiting the generality of the foregoing, the mere listing (or inclusion of a copy) of a document or other item shall not be deemed adequate to disclose an exception to a representation or warranty made herein (unless the representation or warranty has to do with the existence of the document or other item itself) and the provision of monetary or other quantitative thresholds for disclosure on the Carrols Disclosure Schedule does not and shall not be deemed to create or imply a standard of materiality hereunder.

(c) The information contained in this Agreement, in the CFP Disclosure Schedule and in the Carrols Disclosure Schedule is disclosed solely for purposes of this Agreement, and no information contained herein or therein will be deemed to be an admission by any Party to any third Person of any matter whatsoever, including (i) any violation of Law or breach of contractual obligation or (ii) that such information is material or required to be provided or disclosed under this Agreement.

Section 10.05 Severability. If any term or other provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule or Law, or public policy, all other terms, conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner to the end that transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible and in a manner so as to as closely as possible provide the Parties with the intended benefits, net of the intended burdens, set forth in any such invalid, void or unenforceable provision.

Section 10.06 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties.

Section 10.07 Entire Agreement; No Third-Party Beneficiaries. This Agreement and the other Transaction Agreements (including the documents and instruments referred to herein and therein, including the CFP Disclosure Schedules) (a) constitute the entire agreement, and supersede all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof and thereof, other than the Confidentiality Agreement which shall survive the execution and delivery of this Agreement in accordance with its terms and (b) except as provided in Section 7.14 (which is intended for the benefit of only the Persons specifically named therein) are not intended to confer upon any Person other than the Parties any rights or remedies; provided that, notwithstanding the foregoing, the Financing Sources shall be express third-party beneficiaries of this Section 10.07(b), Section 7.13(g), the final sentence of Section 10.08, Section 10.11 and Section 10.12(c).

Section 10.08 Governing Law. This Agreement shall be governed by, and construed in accordance with, the Laws of the state of Delaware, regardless of the Laws that might otherwise govern under applicable principles of conflicts of Laws thereof.

Section 10.09 Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of Law or otherwise by any CFP Entity, without the prior written consent of Carrols in its sole discretion, and by Carrols, NewCRG or the Merger Subs, without the prior written consent of the LLC Member in its sole discretion. Any purported assignment without such required consent shall be void. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns.

Section 10.10 Consent to Jurisdiction. Each Party (a) consents to submit itself to the personal jurisdiction of the Court of Chancery of the State of Delaware or any federal court within the District of Delaware in the event any dispute arises out of this Agreement or the transactions contemplated by this Agreement, (b) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, (c) agrees that it will not bring any action relating to this Agreement or the transactions contemplated by this Agreement in any court other than the Court of Chancery of the State of Delaware or any federal court within the District of Delaware and (d) waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or Proceeding in the Court of Chancery of the State of Delaware or such Federal court. Each Party agrees that (i) this Agreement involves at least $100,000.00 and (ii) this Agreement has been entered into by the Parties in express reliance upon 6 Del. C. § 2708. Each Party agrees that a final judgment in any such action or Proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Any judgment from any such court described above may, however, be enforced by any Party in any other court in any other jurisdiction. Notwithstanding the foregoing, each Party, including on behalf of its Affiliates, (a) agrees that it will not bring, or support the bringing of, any claim, whether at law or in equity, whether in contract or in tort or otherwise, against any Financing Source, in any way relating to this Agreement or any of the Mergers or the other transactions contemplated hereby or by the other Transaction Agreements, including any dispute arising out of or relating in any way to the Financing or the performance thereof or the transactions contemplated by the Financing Commitment, in any forum other than exclusively in the Supreme Court of the State of New York, County of New York, or, if under applicable Law exclusive jurisdiction is vested in the federal courts, the United States District Court for the Southern District of New York (and appellate courts thereof), (b) submits for itself and its property with respect to any such action to the exclusive jurisdiction of such courts, (c) agrees that service of process, summons, notice or document by registered mail addressed to it at its address provided in Section 10.02 shall be effective service of process against it for any such action brought in any such court, (d) hereby irrevocably waives, to the fullest extent permitted by Law, any objection which it may now or hereafter have to the laying of venue of, and the defense of an inconvenient forum to the maintenance of, any such action in any such court and (e) agrees that a final judgment in any such action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

Section 10.11 WAIVER OF JURY TRIAL. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR OTHER PROCEEDING ARISING OUT OF THIS AGREEMENT, THE FINANCING OR THE TRANSACTIONS CONTEMPLATED HEREBY OR BY THE FINANCING COMMITMENT (INCLUDING IN ANY ACTION, PROCEEDING, SUIT OR COUNTERCLAIM AGAINST ANY FINANCING SOURCE). EACH PARTY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH PARTY WOULD NOT, IN THE EVENT OF ANY ACTION, SUIT OR PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.11.

Section 10.12 Amendments and Waivers.

(a) Any provision of this Agreement may be amended or waived prior to the Effective Time if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each Party to this Agreement or, in the case of a waiver, by each Party against whom the waiver is to be effective.

(b) No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by applicable Laws.

(c) Notwithstanding anything in this Agreement to the contrary, the definitions of "Financing Sources" and "Lender," this Section 10.12(c), Section 7.13(g), Section 10.07(b), the final sentence of Section 10.08 and Section 10.11 (and any provision of this Agreement to the extent an amendment, modification or waiver of such provision would modify the substance of any such provision or Section) may not be amended, modified or waived in a manner that is materially adverse in any respect to the Financing Sources without the prior written consent of the Financing Sources adversely affected thereby.

Section 10.13 Survival. The Parties, intending to modify any applicable statute of limitations, agree that none of the representations, warranties, covenants or agreements of the Parties in this Agreement or in any schedule, instrument or other document delivered pursuant to this Agreement shall survive the Effective Time and all such provisions shall terminate as of the Effective Time, and thereafter there shall be no liability on the part of, nor shall any claim be made by, any Person in respect thereof; provided, however, that this Section 10.13 shall not limit any claim or recovery available to Carrols, NewCRG or any of their Affiliates under any representations and warranties insurance policy that Carrols or NewCRG may procure in connection with the transactions contemplated by this Agreement in accordance with the terms thereof; provided further, however, that this Section 10.13 shall not limit any covenant or agreement of the Parties that by its terms contemplates performance after the Effective Time, and such covenants or agreements shall survive until fully performed in accordance with their respective terms (including, for the avoidance of doubt, the covenants and agreements set forth in Section 7.06, which the Parties expressly agree shall survive the Effective Time). Notwithstanding anything to the contrary contained in this Agreement, the provisions of Section 10.13 will not prevent or limit in any way a cause of action on account of Fraud.

Section 10.14 Non-Recourse. This Agreement may only be enforced against, and any claim or cause of action based upon, arising out of, or related to this Agreement or the transactions contemplated hereby may only be brought against, the entities that are expressly named as Parties and then only with respect to the specific obligations set forth herein with respect to such Party. Except to the extent a named party to this Agreement, no past, present or future director, officer, employee, incorporator, member, partner, stockholder, Affiliate, agent, attorney, advisor or representative or Affiliate of any of the foregoing shall have any liability (whether in contract, tort, equity or otherwise) for any one or more of the representations, warranties, covenants, agreements or other obligations or liabilities of any one or more of the CFP Entities, Carrols or NewCRG under this Agreement or of or for any claim based on, arising out of, or related to this Agreement or the transactions contemplated hereby.

ARTICLE XI
DEFINITIONS

Section 11.01 Definitions. For purposes of this Agreement:

*"*ADA" means Title III of the Americans with Disabilities Act, 28 CFR 36.101 et seq., as amended, and all rules and regulations applicable thereto.

"Affiliate" means, with respect to any Person, any other Person directly or indirectly controlling, directly or indirectly controlled by, or under direct or indirect common control with, such Person. For the purposes of this definition, "control," when used with respect to any Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, and the terms "controlling" and "controlled" have meanings correlative of the foregoing.

"Affordable Care Act" means the Patient Protection and Affordable Care Act (PPACA), as amended by the Health Care and Education Reconciliation Act of 2010 (HCERA).

"BKC" means Burger King Corporation.

"Business Day" means any day except Saturday, Sunday or any days on which banks are generally not open for business in New York, New York.

"Carrols 2016 Stock Incentive Plan" means the Carrols Restaurant Group, Inc. 2016 Equity Incentive Plan, as amended.

"Carrols Benefit Plans" means each Employee Benefit Plan currently sponsored or maintained by Carrols or any of its Subsidiaries or to which Carrols or any of its Subsidiaries makes, or has any obligation to make, any contributions or payments.

"Carrols Common Stock" means the common stock, $0.01 par value per share, of Carrols.

"Carrols Existing Credit Facility" means that certain Credit Agreement, dated as of May 30, 2012, by and among Carrols, Wells Fargo Bank, National Association and the other parties party thereto, as amended.

"Carrols Existing Debt" means the Carrols Existing Notes and the Carrols Existing Credit Facility.

"Carrols Existing Notes" means the 8% Senior Secured Second Lien Notes due May 1, 2022, issued by Carrols pursuant to the Indenture, dated as of April 29, 2015, by and among Carrols, The Bank of New York Mellon Trust Company, N.A., and the guarantors party thereto.

"Carrols Material Adverse Effect" means any change, event, occurrence or circumstance, that, individually or in the aggregate with all other changes, events, occurrences and circumstances, results in, or would reasonably be expected to result in, a material adverse effect (a) on the financial condition, business, results of operations, assets or liabilities of Carrols and its Subsidiaries, taken as a whole, or on the ability of Carrols, NewCRG or the Merger Subs to consummate the transactions contemplated hereby; except to the extent resulting from (i) changes in general local, domestic, foreign, or international economic conditions, financial markets, capital markets or credit markets, (ii) changes affecting generally the industry in which Carrols and its Subsidiaries operate, (iii) acts of war, sabotage or terrorism, military actions or the escalation thereof or natural disasters, (iv) any changes in applicable Law or accounting rules or principles, including changes in GAAP, (v) any action required or contemplated by this Agreement or the other Transaction Agreements, (vi) the announcement of the transactions contemplated by this Agreement and the other Transaction Agreements, including the impact thereof on the relationships, contractual or otherwise, of Carrols and its Subsidiaries with employees, suppliers, customers, partners, vendors or other third parties, (vii) any action taken or refrained from being taken at the express request, or with the express approval or consent, of a CFP Entity, (viii) changes in regulatory, legislative or political conditions in the United States or any other country or region in the world, and (ix) the failure, in and of itself, by Carrols and its Subsidiaries to meet any estimates or expectations of revenue, earnings or other financial performance or results of operations for any period, including internal budgets, plans, projections or forecasts of revenues, earnings or other financial performance or results of operations (provided that this clause (ix) shall not prevent a determination that any change, event, occurrence or circumstance underlying any such failure to meet such estimates or forecasts has resulted in a Carrols Material Adverse Effect (to the extent such change, event, occurrence or circumstance is not otherwise excluded from this definition of Carrols Material Adverse Effect)); provided that in the case of clauses (i), (ii), (iii), (iv) and (viii), such change, event, occurrence or circumstance does not affect Carrols and its Subsidiaries, taken as a whole, in a substantially disproportionate manner relative to other companies operating in the industries in which Carrols and its Subsidiaries conduct business, in which case only the incremental disproportionate adverse impact may be taken into account in determining whether there has occurred a Carrols Material Adverse Effect.

"Carrols SEC Reports" shall mean all documents and other materials filed or furnished by Carrols with the SEC since January 4, 2016 but prior to the date of this Agreement that are publicly available.

"Carrols Series B Preferred Stock" means the Series B Convertible Preferred Stock, $0.01 par value per share, of Carrols.

"Carrols Stock" means the Carrols Common Stock and the Carrols Series B Preferred Stock.

"Cash" means the aggregate amount of unrestricted cash and cash equivalents of the LLC Member's Subsidiaries, net of overdrafts, as of immediately prior to the Effective Time, calculated without duplication in accordance with GAAP (including adding outstanding inbound checks, drafts and wires and subtracting outstanding outbound checks, drafts and wires).

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act.

"CFP Business" means (a) prior to the CFP Reorganization, all of the Subsidiaries of the LLC Member, collectively, and (b) from and after the CFP Reorganization, all of the Subsidiaries of the LLC, collectively.

"CFP Entities Transaction Expenses" means (a) all fees, costs and expenses (including, without limitation, fees, costs and expenses of legal counsel, investment bankers, brokers or other representatives and consultants and appraisal fees, costs and expenses) incurred by the LLC or any of its Subsidiaries or, to the extent that the LLC or any of its Subsidiaries is responsible for the payment thereof, by CFP or the LLC Member, in connection with the negotiation and execution of this Agreement and the Transaction Agreements, the performance of its obligations hereunder and thereunder, and the consummation of the transactions contemplated hereby and thereby (including any such amounts required to be paid to any third party in connection with obtaining any consent, waiver or approval required to be obtained in connection with the consummation of the transactions contemplated hereby or thereby) and (b) all amounts (plus any associated withholding Taxes or any other Taxes required to be paid by the LLC or any of its Subsidiaries with respect thereto) payable by the LLC or any of its Subsidiaries, whether immediately or in the future, under any "change of control," retention, incentive, termination, compensation, severance or other similar arrangements as a result of the consummation of the transactions contemplated hereby (including any such amounts payable to any employee, director or consultant (as applicable) of the LLC or any of its Subsidiaries at the election of such employee, director or consultant (as applicable) pursuant to any such arrangements), in the case of each of clauses (a) and (b), (i) excluding fees, costs, expenses and other amounts incurred or payable as a result of Contracts entered into by Carrols or any of its Affiliates (other than Contracts entered into by any CFP Entity or any Subsidiary thereof prior to the Closing) or any action of Carrols or its Affiliates following the Closing and (ii) to the extent unpaid prior to the Closing Date.

"CFP Reorganization" means the completion of the steps set forth in Section 8.02(f) of the CFP Disclosure Schedule such that each direct or indirect Subsidiary of the LLC Member immediately prior to such completion is a wholly owned direct or indirect Subsidiary of the LLC immediately following such completion.

"COBRA" means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, and as codified in Section 4980B of the Code and Section 601 et. seq. of ERISA.

"Code" means the United States Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder.

"Compliant" means, with respect to the Required Information, that such Required Information, taken as a whole, does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make such Required Information not misleading in light of the circumstances under which they were made.

"Confidentiality Agreement" means that certain Confidentiality Agreement, dated as of June 29, 2018, by and between Carrols and the LLC Member.

"Contracts" means any binding agreement, contract, instrument, commitment, lease, guaranty, indenture, license, or other arrangement or understanding (and all amendments, side letters, modifications and supplements thereto) between parties or by one party in favor of another party, whether written or oral.

"Contribution Agreement" means the contribution agreement, in substantially the form of Exhibit I hereto, to be entered into by and between the LLC Member and the LLC prior to the Closing in connection with the CFP Reorganization.

"Convenience Store" individually and "Convenience Stores" collectively means the convenience stores identified and set forth in Section 11.01(a)-1 of the CFP Disclosure Schedule.

"Development Agreements" means any development or similar agreement between the LLC Member or its Subsidiaries on the one hand, and BKC or Popeyes on the other.

"DGCL" means the General Corporation Law of the State of Delaware.

"Easements" means all written or oral easements, agreements, grants, licenses, options, parking leases, and any other agreement applicable to any of the LLC Member Real Property or the Restaurants or Convenience Stores and used in connection with the operation of the Restaurants or Convenience Stores, drive-thrus, parking privileges or rights, current or prospective, and/or rights of access of any kind or nature in and to the applicable LLC Member Real Property.

"Employee Benefit Plan" means, in each case whether or not subject to ERISA, (a) each deferred compensation, bonus, incentive compensation, stock purchase, stock option and other equity compensation plan, (b) each "welfare plan" (within the meaning of Section 3(1) of ERISA, (c) each "pension plan" (within the meaning of Section 3(2) of ERISA), (d) each employment, change-in-control, or severance arrangement or agreement, and (e) each other material employee benefit plan, program, agreement, arrangement or scheme.

"Environmental Claim" means any claim, action, complaint, cause of action, citation, Order, investigation or notice by any Person alleging liability and/or responsibility (including, without limitation, liability and/or responsibility for investigatory tests, cleanup costs, governmental response costs, natural resources damages, property damages, diminution in value, personal injuries, or penalties) arising out of or based on any Environmental Law and resulting from (a) the presence or Release of any Hazardous Materials at any location, (b) any Environmental Condition, or (c) any other violation, alleged violation, or liability under any Environmental Law, and including any claim, cause of action, citation, Order, investigation or notice alleging Environmental Exposure Claim Liability.

"Environmental Condition" means a condition of the soil, surface waters, groundwater, stream sediments, air and/or similar environmental media, including, without limitation, a condition resulting from any Release or threatened Release of Hazardous Materials, either on or off a property resulting from any activity, inactivity or operations occurring on such property, in each case that, by virtue of Environmental Laws or otherwise, (a) requires notification, investigatory, corrective or remedial measures, and/or (b) comprises a basis for an Environmental Claim.

"Environmental Exposure Claim Liability" means liabilities in respect of any claim made, asserted or prosecuted in writing by any third party (whether an entity or a natural person) alleging exposure (whether onsite or offsite) of any natural person (including but not limited to employees) to any Hazardous Materials and resulting damages and arising from or relating to products or operations of the respective businesses of the LLC Member and its Subsidiaries and Carrols.

"Environmental Laws" means any and all federal, state, local or municipal Laws, rules, Orders, regulations, statutes, ordinances, codes, and binding guidelines, policies or requirements of any Governmental Authority regulating or imposing standards of liability or of conduct (including common law) concerning protection of air, water, solid waste, Hazardous Materials, worker and community right-to-know, hazard communication, noise, resource protection, inland wetlands and watercourses or health protection, in each case in effect on or prior to the Closing Date.

"Environmental Lien" means any Lien in favor of any Governmental Authority in connection with any liability under any Environmental Laws, or damage arising from, or costs incurred by, such Governmental Authority in response to a Release or threatened Release.

"Environmental Permits" means Permits issued by any Governmental Authority that are required under Environmental Laws to conduct business and related operations as presently conducted.

"Equity Consideration Amount" means *the difference* of (a) 200,000,000 *and* (b) the amount, if any, by which Net Debt exceeds $115,000,000.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"ERISA Affiliate" means any Person (whether incorporated or unincorporated) that together with the LLC Member or the LLC is treated as a "single employer" within the meaning of Section 414 of the Code.

"Exchange Act" means the Securities Exchange Act of 1934, as amended (including the rules and regulations promulgated thereunder).

"Executive Order" means Executive Order No. 13224 – Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism, effective September 24, 2001, as amended from time to time.

"Financing Sources" means the Lenders that have committed to provide or arrange or otherwise entered into agreements to provide all or any part of the Financing, including the parties to any joinder agreements to the Financing Commitments, together with their respective Affiliates and their respective Affiliates' officers, directors, employees, controlling persons, agents and representatives and their respective successors and assigns.

"Franchise Agreements" means the franchise agreements for each of the Restaurants.

"Fraud" means a claim for Delaware common law fraud with respect to the making of the representations and warranties set forth in this Agreement.

"Funded Debt" means, with respect to the LLC Member's Subsidiaries, as of immediately prior to the Effective Time, and without duplication, any liability (or, in the case of clause (e), any outstanding liability or asset) of the LLC Member's Subsidiaries: (a) in respect of borrowed money or evidenced by bonds, notes, debentures or similar instruments or debt securities, (b) representing the deferred or unpaid purchase price of any property, whether or not contingent, including any earn-outs or similar obligations (other than trade payables incurred in the ordinary course of business), (c) in respect of interest, prepayment premiums, penalties and similar fees and expenses with respect to the Funded Debt referred to in clauses (a) or (b), (d) as lessee under any lease or similar arrangement required to be recorded as a capital lease in accordance with GAAP, (e) in respect of the net settlement amounts arising out of interest rate and currency swap arrangements and any other arrangements designed to provide protection against fluctuations in interest or currency rates and (f) under or in connection with letters of credit or bankers' acceptances, performance bonds, sureties or similar obligations that have been drawn down, in each case, to the extent of such draw. Notwithstanding the foregoing, Funded Debt does not include (A) any lease financing obligations or (B) any intercompany obligations between or among the LLC and its Subsidiaries.

"GAAP" means United States generally accepted accounting principles as in effect from time to time.

"Governmental Authority" means any domestic (including federal, state or local) or foreign government, any political subdivision thereof or any court, administrative or regulatory agency, department, instrumentality, body or commission or other governmental authority or agency.

"Hazardous Materials" means any petroleum, petroleum products, fuel oil, derivatives of petroleum products or fuel oil, explosives, reactive materials, ignitable materials, corrosive materials, pollutants, contaminants, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, friable asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, radon gas, medical waste, biomedical waste, infectious materials and any other element, compound, mixture, solution or substance which poses a hazard to human health or safety or to the environment, or regulated by or subject to regulation or standards of liability under any Environmental Law.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as amended.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder.

"Indebtedness" means, at any specified time, any of the following indebtedness of any Person (whether or not contingent and including, without limitation, any and all principal, accrued and unpaid interest, prepayment premiums or penalties, related expenses, commitment and other fees, sale or liquidity participation amounts, reimbursements, indemnities and other amounts which would be payable in connection therewith): (a) any obligations of such Person for borrowed money or in respect of loans or advances (whether or not evidenced by bonds, debentures, notes, or other similar instruments or debt securities); (b) any obligations of such Person as lessee under any lease or similar arrangement required to be recorded as a capital lease in accordance with GAAP; (c) all liabilities of such Person under or in connection with letters of credit or bankers' acceptances, performance bonds, sureties or similar obligations that have been drawn down, in each case, to the extent of such draw; (d) any obligations of such Person to pay the deferred purchase price of property, goods or services other than those trade payables incurred in the ordinary course of business; (e) all liabilities of such Person arising from cash/book overdrafts; (f) all liabilities of such Person under conditional sale or other title retention agreements; (g) all liabilities of such Person arising out of interest rate and currency swap arrangements and any other arrangements designed to provide protection against fluctuations in interest or currency rates; (h) any liability or obligation of others guaranteed by, or secured by any Lien on the assets of, such Person; and (i) with respect to the LLC and its Subsidiaries, the net amount of any obligation or liability of the LLC or any Subsidiary to the LLC Member or any Affiliate thereof; provided that with respect to the LLC and its Subsidiaries, Indebtedness shall not include any payables or loans of any kind or nature between the LLC any of its Subsidiaries.

"Intellectual Property" means intellectual property rights in or to any or all of the following: (a) all patents and applications therefor and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof, (b) all inventions (whether patentable or not), invention disclosures, improvements, Software, trade secrets, proprietary information, know-how, technology, technical data and customer lists, and all documentation relating to any of the foregoing, (c) all works of authorship (whether copyrightable or not), all copyrights, copyright registrations and applications therefor, and all other rights corresponding thereto, (d) all industrial designs and any registrations and applications therefor, and (e) all domain names, trade names, logos, slogans, designs, trade dress, common law trademarks and service marks, trademark and service mark and trade dress registrations and applications therefor.

"IRS" means the U.S. Internal Revenue Service.

"Knowledge" means (a) with respect to any CFP Entity, the actual knowledge of Alex Sloane, Matt Perelman, Carl Jakaitis, Neil Shah and Chris Taylor after reasonable inquiry; and (b) with respect to Carrols, the actual knowledge of Daniel T. Accordino, Paul Flanders, and William E. Myers, after reasonable inquiry.

"Law" or "Laws" means any statutes, rules, codes, regulations, ordinances or Orders of, or issued by, any Governmental Authority.

"Leased Real Property" means the premises and the parcels of real property currently leased by the LLC Member and its Subsidiaries, together with all fixtures and improvements thereon.

"Lien" means any security interest, pledge, bailment (in the nature of a pledge or for purposes of security), mortgage, deed of trust, the grant of a power to confess judgment, conditional sales and title retention agreement (including any lease in the nature thereof), charge, encumbrance or other similar arrangement or interest in real or personal property.

"LLC Act" means the Delaware Limited Liability Company Act, as amended.

"LLC Member Benefit Plan" means each Employee Benefit Plan currently sponsored or maintained by the LLC Member or any of its Subsidiaries or to which the LLC Member or any of its Subsidiaries makes, or has any obligation to make, any contributions or payments or to which the LLC Member or any of its Subsidiaries has or is reasonably expected to incur any material liability (including on account of any ERISA Affiliate).

"LLC Member Employees" means any current or former employee, independent contractor, consultant, officer or director of the LLC Member, the LLC or any Subsidiary of the LLC.

"LLC Member Real Property" means, individually and collectively, the Owned Real Property and the Leased Real Property.

"LLC Membership Interest" means the aggregate limited liability company interests in the LLC held by the LLC Member.

"Marketing Period" means the first period of 15 consecutive Business Days after the date of this Agreement on the first and last day of which, and throughout which, Carrols shall have the Required Information and such Required Information is Compliant; provided that, for the avoidance of doubt, there shall only be one such 15 consecutive Business Day period, and there shall be no restart of the Marketing Period as a result of the delivery of new Required Information that is Compliant during such 15 consecutive Business Day period as long as Carrols is in possession of Required Information that is Compliant throughout such 15 consecutive Business Day period. Notwithstanding the foregoing, the Marketing Period shall not commence and shall be deemed not to have commenced if, on or prior to the completion of such 15 consecutive Business Day period, (i) the LLC Member's auditor shall have withdrawn, amended or qualified its review opinion with respect to any financial statements contained in the Required Information, in which case the Marketing Period shall be deemed not to commence unless and until, a new unqualified review opinion is issued with respect to such financial statements by the LLC Member's auditors and shall not conclude until the completion of a new 15 Business Day period commencing with the issuance of such opinion, (ii) the LLC Member shall have (A) determined to restate in any material respect any financial information included in the Required Information or (B) publicly announced that any such restatement is under consideration or may be a possibility, in which case the Marketing Period shall be deemed not to commence unless and until, at the earliest, such restatement has been completed and the relevant Required Information has been amended or the LLC Member has publicly announced that no restatement shall be required, and shall not conclude until the completion of a new 15 Business Day period commencing with such amendment or announcment, or (iii) the Required Information shall not be Compliant, in which case the Marketing Period shall be deemed not to commence unless and until, at the earliest, Carrols receives updated Required Information that is Compliant, and shall not conclude until at least 15 Business Days thereafter. Notwithstanding anything in this Agreement to the contrary, if the CFP Entities shall in good faith believe that they have delivered, or caused to be delivered, the Required Information and that such Required Information is Compliant, then the LLC Member may deliver to Carrols written notice to that effect (stating when it believes it completed the applicable delivery), in which case the Required Information shall be deemed to have been delivered as of the date of the delivery of such Required Information, in each case unless Carrols in good faith believes that the CFP Entities shall not have completed delivery of the Required Information or that the Required Information is not Compliant, and by 5:00 p.m. New York time, two (2) Business Days after its receipt of such notice from the LLC Member, Carrols delivers written notice to the LLC Member to that effect (stating with reasonable specificity the Required Information that has not been delivered or that is not Compliant); provided that it is understood and agreed that the delivery of such written notice from Carrols to the LLC Member will not prejudice the LLC Member's right to assert that such Required Information has in fact been delivered.

"Material Adverse Effect" means any change, event, occurrence or circumstance, that, individually or in the aggregate with all other changes, events, occurrences and circumstances, results in, or would reasonably be expected to result in, a material adverse effect on the financial condition, business, results of operations, assets or liabilities of the LLC Member and its Subsidiaries, taken as a whole, or on the ability of the CFP Entities to consummate the transactions contemplated hereby; except to the extent resulting from (a) changes in general local, domestic, foreign, or international economic conditions, financial markets, capital markets or credit markets, (b) changes affecting generally the industry in which the LLC Member and its Subsidiaries operate, (c) acts of war, sabotage or terrorism, military actions or the escalation thereof or natural disasters, (d) any changes in applicable Law or accounting rules or principles, including changes in GAAP, (e) any action required or contemplated by this Agreement or the other Transaction Agreements, (f) the announcement of the transactions contemplated by this Agreement and the other Transaction Agreements, including the impact thereof on the relationships, contractual or otherwise, of the LLC Member and its Subsidiaries with employees, suppliers, customers, partners, vendors or other third parties, (g) any action taken or refrained from being taken at the express request, or with the express approval or consent, of Carrols, (h) changes in regulatory, legislative or political conditions in the United States or any other country or region in the world or (i) the failure, in and of itself, by the LLC Member and its Subsidiaries to meet any estimates or expectations of revenue, earnings or other financial performance or results of operations for any period, including internal budgets, plans, projections or forecasts of revenues, earnings or other financial performance or results of operations (provided that this clause (i) shall not prevent a determination that any change, cause or effect underlying any such failure to meet such estimates or forecasts has resulted in a Material Adverse Effect (to the extent such change, cause or effect is not otherwise excluded from this definition of Material Adverse Effect)); provided that in the case of clauses (a), (b), (c), (d) and (h), such change, event, occurrence or circumstance does not affect the LLC Member and its Subsidiaries, taken as a whole, in a substantially disproportionate manner relative to other companies operating in the industries in which the LLC Member and its Subsidiaries conduct business, in which case only the incremental disproportionate adverse impact may be taken into account in determining whether there has occurred a Material Adverse Effect.

"NASDAQ" means the Nasdaq Global Market and any successor stock exchange or inter-dealer quotation system operated by the Nasdaq Stock Market, LLC.

"Net Debt" means *the difference of* (a) Funded Debt immediately prior to the Effective Time *and* (b) Cash immediately prior to the Effective Time.

"NewCRG Common Stock" means the common stock, $0.01 par value per share, of NewCRG.

"NewCRG Series B Preferred Stock" means the Series B Convertible Preferred Stock, $0.01 par value per share, of NewCRG.

"NewCRG Series C Preferred Stock" means the Series C Convertible Preferred Stock, $0.01 par value per share, of NewCRG.

"NewCRG Stock" means NewCRG Common Stock, the NewCRG Series B Preferred Stock and the NewCRG Series C Preferred Stock.

"Order" means any writ, decree, order, judgment, injunction, rule, ruling, or consent decree of or by a Governmental Authority.

"Owned Real Property" means the parcels of real property owned in fee simple by the LLC Member and its Subsidiaries, together with all fixtures and improvements thereon.

"Parties" means Carrols, NewCRG, Carrols Merger Sub, Carrols CFP Merger Sub and each CFP Entity and "Party" means any one of them.

"Patriot Act" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Title III of Public Law 107-56), as amended.

"Patriot Act Related Laws" means those Laws, regulations, orders and sanctions, state and federal, criminal and civil, that (a) limit the use and/or seek the forfeiture of proceeds from illegal transactions, (b) limit commercial transactions with designated countries or individuals believed to be terrorists, narcotic dealers or otherwise engaged in activities contrary to the interests of the U.S., (c) require identification and documentation of the parties with whom a financial institution conducts business, or (d) are designed to disrupt the flow of funds to terrorist organizations. For purposes of clarification, Patriot Act Related Laws shall be deemed to include the Executive Order, the Patriot Act, the Bank Secrecy Act (31 U.S.C. §§ 5311 et seq.), the International Emergency Economic Powers Act (50 U.S.C. §§ 1701 et seq.), the Trading with the Enemy Act (50 U.S.C. Appx. 1 et seq.), the Cuban Democracy Act (22 U.S.C.§§ 6001-10), the Cuban Liberty and Democratic Solidarity (LIBERTAD) Act (22 U.S.C. 6021-91), the Iraq Sanctions Act of 1990 (Pub. L. 101-513), the Terrorism Sanctions Regulations (31 C.F.R. Part 595), the Antiterrorism and Effective Death Penalty Act of 1996 (8 U.S.C. § 1189, 18 U.S.C. § 2332b and 18 U.S.C. § 2332d), the Terrorism List Governments Sanctions Regulations (31 C.F.R. Part 596), the Foreign Terrorist Organizations Sanctions Regulations (31 C.F.R. Part 597), the United Nations Participation Act (22 U.S.C. § 287c), and the International Security and Development Cooperation Act (22 U.S.C. §§ 2349 aa-9); each as amended, and the sanctions regulations promulgated pursuant to the foregoing by the Office of Foreign Assets Control of the U.S. Department of Treasury, as well as Laws relating to prevention and detection of money laundering in Sections 1956 and 1957 of Title 18 of the U.S. Code, as amended.

"Permit" means any approval, consent, variance, commission, franchise, exemption, order, approval, ratification, registration, waiver, authorization, license, permit, certificate or clearance issued, granted or given to the LLC Member or any of its Subsidiaries, by or under the authority of any Governmental Authority or pursuant to any Law (but excluding Intellectual Property and Registered Intellectual Property).

"Permitted Liens" means (a) Liens imposed by Law for Taxes, assessments and governmental charges or levies not yet due and payable or that are being properly contested and in each case, reflected in the relevant financial statements, (b) statutory Liens of landlords, (c) Liens and security interests of carriers, warehousemen, mechanics, materialmen, landlords, repairmen, and other Liens imposed by Law or contract incurred in the ordinary course that are not overdue by more than thirty (30) days or that are being properly contested, (d) pledges and deposits made in the ordinary course in compliance with workers' compensation, unemployment insurance and other social security Laws or regulations or to secure public or statutory obligations, (e) deposits to secure the performance of bids, trade contracts, leases, statutory obligations, surety, indemnity and appeal bonds, performance and return-of-money and fiduciary bonds and other obligations of a like nature, in each case in the ordinary course, (f) easements, zoning restrictions, rights-of-way, licenses, covenants, conditions, minor defects, encroachments or irregularities in title and similar encumbrances on or affecting any real property that do not secure any monetary obligations and do not materially interfere with the ordinary conduct of business at any real property subject to such Liens, (g) any (i) interest or title of a lessor or sublessor, or lessee or sublessee under any lease, (ii) restriction or encumbrance that the interest or title of such lessor or sublessor, or lessee or sublessee may be subject to or (iii) subordination of the interest of the lessee or sublessee under such lease to any restriction or encumbrance referred to in the preceding clause (ii), (h) Liens on goods held by suppliers arising in the ordinary course for sums not yet delinquent or that are being contested in good faith, if such reserve or other appropriate provision, if any, as shall be required by GAAP shall have been made therefor and as long as such Lien remains unperfected, (i) with respect to any real property in which the LLC Member or any of its Subsidiaries owns a leasehold estate, any defect or encumbrance caused by or arising out of the failure to record the lease or a memorandum thereof in the applicable real property records in the jurisdiction where such real property is located and (j) the effect of any moratorium, eminent domain or condemnation Proceedings.

"Person" means any individual, firm, corporation, partnership, company, limited liability company, trust, joint venture, association, Governmental Authority or other entity.

"Personal Information" means any information that relates to an identified or identifiable individual, including, name, address, telephone number, email address, username and password, photograph, government-issued identifier, persistent device identifier, or any other data used or intended to be used to precisely identify an individual.

"Popeyes" means Popeyes Louisiana Kitchen, Inc.

"Proceeding" means any action, arbitration, charge, claim, complaint, demand, dispute, governmental audit, grievance, hearing, inquiry, investigation, litigation, proceeding, qui tam action, suit (whether civil, criminal, administrative, judicial, or investigative) commenced, brought, conducted, or heard by or before any Governmental Authority or arbitrator, whether at law or in equity or in arbitration.

"Registered Intellectual Property" means all (a) patents and patent applications (including provisional applications), (b) registered trademarks, service marks, and trade dress, applications to register trademarks, service marks, and trade dress; intent-to-use applications, or other registrations or applications of trademarks, service marks, and trade dress, (c) registered copyrights and applications for copyright registration, and (d) domain name registrations.

"Related Party" means any director, officer, manager or employee of CFP or any of its Subsidiaries, any immediate family member of such a director, officer or employee, or any holder of 5% or more of the shares or ownership interest of CFP or the LLC Member.

"Release" means any release, threatened release, spill, emission, leaking, pumping, pouring, emitting, emptying, escape, injection, deposit, disposal, discharge, dispersal, dumping, or leaching of Hazardous Material in the indoor or outdoor environment.

"Remedial Action" means all action required under Environmental Laws to (a) clean up, remove, treat or handle in any other way Hazardous Materials in the environment, (b) prevent the Release of Hazardous Materials so that they do not migrate, endanger or threaten to endanger public health or the environment, or (c) perform remedial investigations, feasibility studies, corrective actions, closures and post-remedial or post-closure studies, investigations, operations, maintenance and monitoring.

"Representatives" means, collectively, as to any Person, such Person's officers, directors, employees, accountants, consultants, legal counsel, investment bankers, financial advisors, agents and other representatives.

"Required Information" means (a) the audited and unaudited financial information required to be delivered pursuant to paragraph 6(b) of Annex C to the Financing Commitment, (b) the financial information reasonably requested by NewCRG and Carrols that (i) is already prepared by the CFP Entities in the form requested, (ii) is in the possession of the CFP Entities and (iii) is necessary for NewCRG and Carrols to prepare the pro forma financial statements for the most recent historical period required by paragraph 6(c) of Annex C to the Financing Commitment Letter; provided that it is agreed that such financial information shall not include information relating to (x) the proposed aggregate amount of debt and equity financing, together with assumed interest rates, dividends (if any), fees and expenses relating to the incurrence of such debt or equity financing, for the transactions contemplated hereby, (y) the assumed pro forma capitalization of the Surviving Entities after giving effect to the Closing, the Financing and the refinancing or repayment of any indebtedness of the CFP Entities in connection therewith and (z) any post-Closing or pro forma assumed cost savings, synergies and similar adjustments (and the assumptions relating thereto) (all of which adjustments and assumptions contemplated by subclauses (x)-(z) hereof shall be the responsibility of NewCRG and Carrols), and (c) all other available pertinent information (including financial estimates, budgets, forecasts and other forward-looking information) and disclosures relating to the CFP Entities and their respective Subsidiaries as may be timely and reasonably requested by NewCRG and/or Carrols to the extent necessary in the preparation of a customary confidential information memorandum necessary for the syndication of the Financing, it being understood that in no event shall the Required Information be deemed to include or shall the CFP Entities be required to provide (1) a description of all or any component of the Financing, (2) risk factors relating solely to all or any component of the Financing, (3) separate subsidiary financial statements or any other information of the type required by Rule 3-05, Rule 3-09, Rule 3-10 or Rule 3-16 of Regulation S-X or "segment reporting", (4) Compensation Discussion and Analysis required by Item 402 of Regulation S-K, or (5) authorization letters or management representation letters with respect to the financial statements and financial information to the Financing Sources.

"Restaurant" individually and "Restaurants" collectively means the Burger King or Popeyes restaurants identified and set forth on Section 11.1(a)-3 of the CFP Disclosure Schedule.

"Sarbanes-Oxley Act" means the Sarbanes-Oxley Act of 2002 (including the rules and regulations promulgated thereunder).

"SEC" means the U.S. Securities and Exchange Commission.

"Securities Act" means the Securities Act of 1933, as amended (including the rules and regulations promulgated thereunder).

"Software" means all computer software programs, together with any error corrections, updates, modifications, or enhancements thereto, in both machine-readable form and human-readable form, including all comments and any procedural code.

"Subsidiary" of any Person means another Person, an amount of the voting securities, other voting ownership or voting partnership interests of which is sufficient to elect at least a majority of its board of directors or other governing body (or, if there are no such voting interests, 50% or more of the equity interests of which) is owned directly or indirectly by such first Person.

"Tax Return" means any original or amended report, return, declaration, claim for refund or information return or statement or other information required to be supplied to a Governmental Authority in connection with Taxes, including estimated returns and reports with respect to Taxes.

"Taxes" means any federal, state, local, or non-U.S. income, gross receipts, license; payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, branch, franchise, profits, withholding, social security, unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, goods and services, alternative or add on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not, and including any obligation to indemnify or otherwise assume or succeed to the Tax liability of any other Person.

"Transaction Agreements" means this Agreement (including the CFP Disclosure Schedule and the Carrols Disclosure Schedule), the Registration Rights and Stockholders' Agreement, the NewCRG Series C Certificate of Designation, the Contribution Agreement, and any other certificate or other instrument executed and delivered by any Party in connection herewith.

"Treasury Regulations" means the regulations, including temporary regulations, promulgated by the United States Treasury Department under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

Section 11.02 Index of Defined Terms. The following is an index of all defined terms utilized in this Agreement other than the terms defined in Section 11.01:

Defined Term	**Section**
Acquisition Proposal	Section 7.12
Agreement	Preamble
Alternate Financing	Section 7.13(f)
Alternate Financing Commitment	Section 7.13(f)
Buyer Benefit Plan	Section 7.07(b)
Carrols	Preamble
Carrols CFP Merger Sub	Preamble
Carrols Disclosure Schedule	ARTICLE V
Carrols Merger	Section 1.01(a)
Carrols Merger Filing	Section 1.01(b)
Carrols Merger Sub	Preamble
Carrols Preferred Stockholder Consent	Section 7.16(e)
Carrols Subsidiary	Section 5.03
Carrols Surviving Entity	Section 1.01(a)
CFP	Preamble
CFP 2018 Audited Financial Statements	Section 7.04(b)
CFP 2018 Interim Financial Statements	Section 3.06(b)
CFP 2019 Interim Financial Statements	Section 7.04(b)
CFP Annual Financial Statements	Section 3.06(a)

Defined Term	Section
CFP Disclosure Schedule	ARTICLE III
CFP Entity or CFP Entities	Preamble
CFP Financial Statements	Section 3.06(b)
CFP Surviving Entity	Section 1.02(a)
Closing	Section 1.03
Closing Date	Section 1.03
D&O Insurance	Section 7.13(a)
Effective Time	Section 1.02(b)
End Date	Section 9.01(d)
Fee Letter	Section 5.11(a)
Financing	Section 5.11(a)
Financing Agreements	Section 7.13(e)
Financing Commitments	Section 5.11(a)
Financing Documents	Section 7.13(a)
FIRPTA Certificate	Section 7.15(e)
Indemnified Party	Section 7.14(a)
Information Security and Data Privacy Laws	Section 3.27(a)
Initial Effective Time	Section 1.01(b)
Insurance Policies	Section 3.24
Intended Tax Treatment	Recitals
IP License	Section 3.11(a)
Issued Shares of NewCRG Common Stock	Section 2.02(a)(i)
Latest Balance Sheet	Section 3.06(b)
Lenders	Section 5.11(a)
LLC	Preamble
LLC Certificate of Merger	Section 1.02(b)
LLC Employees	Section 7.07(a)
LLC Existing Debt	Section 7.15(b)
LLC Member	Preamble
LLC Merger	Section 1.02(a)
LLC Merger Consideration	Section 2.02(a)
Material Contracts	Section 3.12(a)
Maximum Annual Premium	Section 7.13(a)
Merger Subs	Preamble
Mergers	Section 1.02(a)
NewCRG	Preamble
NewCRG Proxy Statement	Section 7.08(a)
NewCRG Series C Certificate of Designation	Section 1.04(d)
NewCRG Stockholder Approval	Section 7.08(a)
NewCRG Stockholder Meeting	Section 7.08(a)
NewCRG Stockholder Meeting Deadline	Section 7.08(a)
Registration Rights and Stockholders' Agreement	Section 7.11
Registration Statement	Section 7.04(a)
Required Amount	Section 5.11(b)
Securities	Section 3.28(a)
Subsidiary Equity Interests	Section 3.02(c)
Surviving Entities	Section 1.02(a)
Tangible Assets	Section 3.22
Transferred Employee	Section 7.07(a)
WARN Act	Section 3.16(d)

IN WITNESS WHEREOF, the Parties have duly executed this Agreement, all as of the date first written above.

CARROLS RESTAURANT GROUP, INC.

By: /s/ William E. Myers
Name:
Title:

CARROLS HOLDCO INC.

By: /s/ William E. Myers
Name:
Title:

GRC MERGERSUB INC.

By: /s/ William E. Myers
Name:
Title:

GRC MERGERSUB LLC

By: /s/ William E. Myers
Name:
Title:

NEW CFH, LLC

By: /s/ Matthew Perelman
Name: Matthew Perelman
Title: Co-President

CAMBRIDGE FRANCHISE HOLDINGS, LLC

By: /s/ Matthew Perelman
Name: Matthew Perelman
Title: Co-President

CAMBRIDGE FRANCHISE PARTNERS, LLC

By: /s/ Matthew Perelman
Name: Matthew Perelman
Title: Co-President

Exhibit 4.1

CARROLS RESTAURANT GROUP, INC.

FORM OF CERTIFICATE OF DESIGNATIONS

OF

SERIES C CONVERTIBLE PREFERRED STOCK

Pursuant to Section 151 of the
General Corporation Law of the State of Delaware

Carrols Restaurant Group, Inc., a Delaware corporation, hereby certifies that:

A. The Restated Certificate of Incorporation of the Company fixes the total number of shares of capital stock that the Company shall have the authority to issue at 100,000,000 shares of common stock, par value $0.01 per share, and 20,000,000 shares of preferred stock, par value $0.01 per share (the "**Preferred Stock**").

B. The Certificate of Incorporation expressly vests the Board of Directors of the Company with authority from time to time to provide for the issuance of shares of one or more series of the undesignated Preferred Stock and in connection therewith to fix by resolution or resolutions providing for the issue of any such series, the number of shares to be included therein, the voting powers thereof, and such of the designations, preferences and relative participating, optional or other special rights and qualifications, limitations and restrictions of each such series, including dividend rights, voting rights, rights of redemption, conversion rights, and liquidation preferences.

C. Pursuant to the authority vested in the Board of Directors by the Certificate of Incorporation, the Board of Directors, by action duly taken on [__], 2019, adopted resolutions establishing a series of Preferred Stock and fixing the designation, powers, preferences and rights of the shares of this series of Preferred Stock and the qualifications, limitations or restrictions thereof as follows:

Section 1. Designation; Number of Shares; Restrictions.

(a) *Designation; Number of Shares*. The designation of the series of Preferred Stock shall be "Series C Convertible Preferred Stock" (the "**Series C Convertible Preferred Stock**"). The number of authorized shares of Series C Convertible Preferred Stock shall be 10,000.

(b) *Legend*. During the Holding Period, each certificate representing Series C Convertible Preferred Stock and Conversion Shares shall include the following legend:

> "THE DIRECT OR INDIRECT SALE, ASSIGNMENT, TRANSFER, PLEDGE, OFFER, EXCHANGE, DISPOSITION, ENCUMBRANCE, ALIENATION OR OTHER DISPOSITION ("TRANSFER"), WHETHER BY OPERATION OF LAW OR OTHERWISE, OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE AND THE ENTERING INTO OF ANY CONTRACT, OPTION OR OTHER AGREEMENT WITH RESPECT TO, OR THE CONSENT TO, A TRANSFER OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE OR THE HOLDER'S VOTING OR ECONOMIC INTEREST THEREIN, BY THE HOLDER OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE IS STRICTLY PROHIBITED IN ACCORDANCE WITH THAT CERTAIN REGISTRATION RIGHTS AND STOCKHOLDERS' AGREEMENT, DATED AS OF THE ISSUE DATE, BY AND BETWEEN THE ISSUER AND THE INVESTOR, AND ANY TRANSFER MADE, OR CONTRACT, OPTION OR OTHER AGREEMENT ENTERED INTO, IN VIOLATION OF THIS PROHIBITION WILL NOT BE BINDING UPON OR RECOGNIZED BY THE ISSUER."

Section 2. Definitions.

Unless the context otherwise requires, each of the terms defined in this Section 2 shall have, for all purposes of this Certificate of Designations, the meaning herein specified (with terms defined in the singular having comparable meanings when used in the plural):

"**Board of Directors**" means the Board of Directors of the Company.

"**Business Day**" means a day other than a Saturday, Sunday or other day on which commercial banks in New York, New York are authorized or required by law to close.

"**By-Laws**" means the Company's Amended and Restated By-Laws, as amended from time to time in accordance with Section 7.

"**Capital Stock**" means any and all shares, interests, participations or other equivalents in the equity (however designated) in the Company.

"**Certificate of Incorporation**" means the Company's Restated Certificate of Incorporation, as amended from time to time in accordance with Section 7.

"**Common Stock**" means the common stock, $0.01 par value per share, of the Company.

"**Common Stock Deemed Outstanding**" means, at any given time, the number of shares of Common Stock actually outstanding at such time; provided, that Common Stock Deemed Outstanding at any given time shall not include shares owned or held by or for the account of the Company or any of its wholly owned subsidiaries.

"**Common Stock Transfer Agent**" has the meaning set forth in Section 6(c) hereof.

"**Company**" means Carrols Restaurant Group, Inc., a Delaware corporation, and its successors and assigns.

"**Company's Organizational Documents**" means the Certificate of Incorporation, this Certificate of Designations, any other certificate of designations issued pursuant to the Certificate of Incorporation, and the By-Laws.

"**Conversion Price**" has the meaning set forth in Section 6(a) hereof.

"**Conversion Shares**" has the meaning set forth in Section 6(b) hereof.

"**Convertible Securities**" means any securities (directly or indirectly) convertible into or exchangeable for Common Stock, but excluding Options.

"**DGCL**" means the General Corporation Law of the State of Delaware.

"**Dividend**" has the meaning set forth in Section 4(b) hereof.

"**Dividend Accrual Period**" has the meaning set forth in Section 4(b) hereof.

"**Dividend Payment Date**" has the meaning set forth in Section 4(b) hereof.

"**Excluded Issuances**" means any issuance or sale (or deemed issuance or sale in accordance with Section 6(e)(iii)) by the Company after the Issue Date of: (a) shares of Common Stock issued on the conversion of the Series B Convertible Preferred Stock of the Company pursuant to the terms of the Series B Convertible Preferred Stock in effect on the Issue Date; (b) shares of Common Stock issued on the conversion of the Series C Convertible Preferred Stock; or (c) shares of Common Stock issued directly or upon the exercise of Options, restricted stock units, equity securities or any other awards or grants to directors, officers, employees, or consultants of the Company or any of its Subsidiaries in connection with their service as directors of the Company or any of its Subsidiaries, their employment by the Company or any of its Subsidiaries or their retention as consultants by the Company or any of its Subsidiaries, in each case authorized by the Board of Directors (or a committee thereof) and issued pursuant to the Company's 2006 Stock Incentive Plan or the Company's 2016 Stock Incentive Plan (including all such shares of Common Stock and Options outstanding prior to the Issue Date) or any other stock incentive plan of the Company authorized by the Board of Directors (or a committee thereof) and approved by holders of Common Stock in effect after the Issue Date.

"**Holders**" means the record holders of the shares of Series C Convertible Preferred Stock, as shown on the books and records of the Company.

"**Holding Period**" means a two (2) year period commencing on the Issue Date and ending on the second anniversary of the Issue Date.

"**Investor**" means Cambridge Franchise Holdings, LLC, a Delaware limited liability company.

"**Issue Date**" means [__], 2019.

"**Junior Stock**" has the meaning set forth in Section 3 hereof.

"**Liquidation Event**" means (i) any voluntary or involuntary liquidation, dissolution or winding-up of the Company, (ii) the consummation of a merger or consolidation in which the stockholders of the Company prior to such transaction own less than a majority of the voting securities of (a) the entity surviving or resulting from such transaction or (b) if the surviving or resulting entity is a wholly owned Subsidiary of another corporation or entity immediately following such transaction, the parent corporation or entity of such surviving or resulting entity, or (iii) the sale, distribution or other disposition of all or substantially all of the Company's assets (on a consolidated basis).

"**Mandatory Conversion**" has the meaning set forth in Section 6(a) hereof.

"**Mandatory Conversion Date**" has the meaning set forth in Section 6(a) hereof.

"**Market Price**" of the Common Stock on any date of determination means the closing sale price or, if no closing sale price is reported, the last reported sale price, of shares of Common Stock on The NASDAQ Global Market on such date. If the Common Stock is not traded on The NASDAQ Global Market on any date of determination, the Market Price of the Common Stock on such date of determination means the closing sale price as reported in the composite transactions for the principal United States securities exchange or automated quotation system on which the Common Stock is so listed or quoted, or, if no closing sale price is reported, the last reported sale price on the principal United States securities exchange or automated quotation system on which the Common Stock is so listed or quoted, or if the Common Stock is not so listed or quoted on a United States securities exchange or automated quotation system, the last quoted bid price for the Common Stock in the over-the-counter market as reported by OTC Market Group, Inc. or any similar organization, or, if that bid price is not available, the market price of the Common Stock on that date as determined by an independent financial advisor retained by the Company for such purpose.

"**Options**" means any warrants or other rights or options to subscribe for or purchase Common Stock or Convertible Securities.

"**Parity Stock**" has the meaning set forth in Section 3 hereof.

"**Person**" includes all natural persons, corporations, business trusts, limited liability companies, associations, companies, partnerships, joint ventures and other entities, as well as governments and their respective agencies and political subdivisions.

"**SEC**" means the United States Securities and Exchange Commission.

"**Senior Stock**" has the meaning set forth in Section 3 hereof.

"**Series B Convertible Preferred Stock**" means the Series B Convertible Preferred Stock of the Company, par value $0.01 per share, outstanding on the Issue Date.

"**Series C Convertible Preferred Stock**" has the meaning set forth in Section 1 hereof.

"**Stated Value**" means, as of any time of determination, an amount per share of Series C Convertible Preferred Stock equal to $[__], plus the sum of all Dividends paid in respect of such share at or prior to such time, plus the sum of all Dividends accumulated and unpaid in respect of such share at or prior to such time.

"**Stockholder Approval**" has the meaning set forth in Section 6(b) hereof.

"**Subsidiary**" means, with respect to any Person, any other Person of which a majority of the outstanding shares or other equity interests having the power to vote for directors or comparable managers are owned, directly or indirectly, by the first Person.

"**Transfer Agent**" means the entity designated from time to time by the Company to act as the registrar and transfer agent for the Series C Convertible Preferred Stock or, if no entity has been so designated to act in such capacity, the Company.

Section 3. Ranking.

The Series C Convertible Preferred Stock shall, with respect to rights on the liquidation, winding-up and dissolution of the Company (as provided in Section 5 below), rank (a) senior to all classes of Common Stock and to each other class of Capital Stock or series of Preferred Stock established hereafter by the Board of Directors the terms of which expressly provide that such class ranks junior to the Series C Convertible Preferred Stock as to rights on the liquidation, winding-up and dissolution of the Company (collectively referred to as the "**Junior Stock**"), (b) on a parity with the Series B Convertible Preferred Stock and with each other class of Capital Stock or series of Preferred Stock established hereafter by the Board of Directors with the written consent of the Holders of at least a majority of the outstanding shares of Series C Convertible Preferred Stock, the terms of which expressly provide that such class or series ranks on a parity with the Series C Convertible Preferred Stock as to rights on the liquidation, winding-up and dissolution of the Company (collectively referred to as the "**Parity Stock**") and (c) junior to any future class of Preferred Stock established hereafter by the Board of Directors with the written consent of the Holders of at least a majority of the outstanding shares of Series C Convertible Preferred Stock, the terms of which expressly provide that such class ranks senior to the Series C Convertible Preferred Stock as to rights on the liquidation, winding-up and dissolution of the Company (collectively referred to as the "**Senior Stock**").

Subject to Section 4(b), the Series C Convertible Preferred Stock shall, with respect to rights to dividends (as provided in Section 4 below), rank on a parity with each class of Common Stock and the Series B Convertible Preferred Stock.

Section 4. Dividends.

(a) The Company shall not (and shall cause its direct and indirect Subsidiaries not to) declare, pay or set aside any dividends on shares of Common Stock (other than dividends on shares of Common Stock payable solely in shares of Common Stock) unless (in addition to the obtaining of any consents required elsewhere in the Company's Organizational Documents) the Holders simultaneously receive a dividend (payable in the same form of stock, securities, cash or other property paid to the holders of Common Stock) on each outstanding share of Series C Convertible Preferred Stock in an amount equal to that dividend per share of Series C Convertible Preferred Stock as would equal the product of the dividend payable on each share of Common Stock and the number of shares of Common Stock then issuable upon conversion of one share of Series C Convertible Preferred Stock, calculated on the record date for determination of holders entitled to receive such dividend and without regard to any limitation on conversion set forth in Section 6(b) hereof.

(b) From and after the Issue Date, each Holder of Series C Convertible Preferred Stock, in preference and priority to the holders of all other classes or series of stock, shall be entitled to receive, with respect to each share, or fraction of a share, of Series C Convertible Preferred Stock then outstanding and held by such Holder, dividends accruing on a daily basis, commencing from the date of issuance of such share of Series C Convertible Preferred Stock, at the rate of nine percent (9%) per annum of the Stated Value per whole share (or proportion thereof with respect to fractional shares) of Series C Convertible Preferred Stock (the "**Dividends**"). The Dividends shall be cumulative, whether or not earned or declared, shall compound semi-annually and shall be paid semi-annually in arrears on [__] and [__] in each year (each a "**Divided Payment Date**"), commencing [__], 2019. For the avoidance of doubt, dividends shall accrue daily on the Stated Value of each share of Series C Convertible Preferred Stock as such Stated Value is increased by any payment of Dividends pursuant to the immediately succeeding sentence. The Dividends shall be paid in the form of an increase in the Stated Value of the Series C Convertible Preferred Stock. In the event that the Mandatory Conversion Date occurs on a date other than a Dividend Payment Date, the aggregate amount of the Dividend accrued and unpaid since the last Dividend Payment Date shall be automatically forfeited without any further action on the part of the Company or the Holders, will not increase the Stated Value, and will not be paid to any Holder.

Section 5. Liquidation Preference.

(a) Upon any Liquidation Event, the Holders of the Series C Convertible Preferred Stock shall receive from the net assets of the Company, (i) prior to the holders of any class or series of Common Stock and Junior Stock, (ii) pro rata with the holders of any Parity Stock and (iii) after the holders of any Senior Stock, and if the assets of the Company shall be insufficient to pay in full such amounts, then the entire assets to be distributed to the Holders shall be ratably distributed among the Holders and holders of Parity Stock in accordance with the respective amounts that would be payable on such shares if all amounts payable thereon were paid in full, the greater of (a) the Stated Value multiplied by the number of shares of Series C Convertible Preferred Stock held by such Holders and (b) the per share amount of all cash, securities and other property (such securities or other property having a value equal to its fair market value as reasonably determined by the Board of Directors) that would be distributed in respect of the Common Stock such Holder would have received had it converted such Series C Convertible Preferred Stock immediately prior to the date fixed for such Liquidation Event, without regard to any limitation on conversion set forth in Section 6(b) hereof.

Section 6. Conversion.

(a) *Mandatory Conversion upon Stockholder Approval*. Upon the later of (i) the date that the Stockholder Approval is obtained or (ii) in the event clearance under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "**HSR Act**"), for such conversion is required and has not yet been obtained, the date that all applicable waiting periods (and extensions thereof) under the HSR Act have expired or been terminated (such date the "**Mandatory Conversion Date**"), each outstanding share of Series C Convertible Preferred Stock shall automatically be converted into a number of shares of Common Stock (the "**Mandatory Conversion**") equal to (i) the Stated Value divided by (ii) the Conversion Price in effect immediately prior to such conversion. The initial conversion price per share of Series C Convertible Preferred Stock (the "**Conversion Price**") shall be $13.50 per share of Series C Convertible Preferred Stock, subject to adjustment as applicable in accordance with Section 6(e) below. Each share of Series C Convertible Preferred Stock shall initially be convertible into [__] shares of Common Stock subject to adjustment as provided herein.

(b) *Limitation on Conversion*. Notwithstanding anything herein to the contrary, the Company shall not issue to any Holder, and the Holders shall not have the right to the issuance of any shares of Common Stock issuable upon conversion of Series C Convertible Preferred Stock ("**Conversion Shares**"), unless and until the Company obtains stockholder approval permitting such issuances in accordance with applicable NASDAQ Stock Market Rules ("**Stockholder Approval**").

(c) *Conversion Procedures*. The Company shall send to all Holders written notice of the Mandatory Conversion Date. Such notice need not be sent in advance of the occurrence of the Mandatory Conversion Date. Upon receipt of such notice, each Holder shall surrender his, her or its certificate or certificates for all such shares of Series C Convertible Preferred Stock (or, if such Holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Company to indemnify the Company against any claim that may be made against the Company on account of the alleged loss, theft or destruction of such certificate) to the Company at the place designated in such notice. If so required by the Company, certificates surrendered for conversion shall be endorsed or accompanied by written instrument or instruments of transfer, in form satisfactory to the Company, duly executed by the Holder or by his, her or its attorney duly authorized in writing. All rights with respect to the Series C Convertible Preferred Stock converted pursuant to Section 6(a), including the rights, if any, to receive notices and vote (other than notice of the Mandatory Conversion Date or as a holder of Common Stock), will terminate at the Mandatory Conversion Date (notwithstanding the failure of the Holder or Holders thereof to surrender the certificates at or prior to such time). As soon as practicable after the Mandatory Conversion Date and the surrender of the certificate or certificates (or lost certificate affidavit and agreement), if any, for Series C Convertible Preferred Stock, the Company shall authorize its transfer agent and registrar for the Common Stock (the "**Common Stock Transfer Agent**") to register in the name of the Holder such Conversion Shares on the book-entry system of the Transfer Agent. If the Holder wishes to hold the Conversion Shares in certificated form, the Holder may so request and the Common Stock Transfer Agent will mail to the Holder one or more stock certificates evidencing the Holder's Conversion Shares. Holders of uncertificated shares of Series C Convertible Preferred Stock will have their shares automatically converted, and such Conversion Shares will be reflected on the book-entry system of the Common Stock Transfer Agent. The Company will also issue and deliver to such Holder cash as provided in Section 6(h) in lieu of any fraction of a share of Common Stock otherwise issuable upon such conversion. All or some Conversion Shares so issued whether in book-entry form or in certificated form may be subject to restrictions on transfer as required by applicable federal and state securities laws. Any such Conversion Shares subject to restrictions on transfer under applicable federal and state securities laws shall be encumbered by stop transfer orders and restrictive legends (or equivalent encumbrances). Upon surrender of the certificate(s), if any, representing shares of Series C Convertible Preferred Stock converted pursuant to Section 6(a), such conversion, to the extent permitted by law, shall be deemed to have been effected, and such surrendering Holder shall be deemed to have become the holder of record of the Conversion Shares issued to such Holder, as of the Mandatory Conversion Date.

(d) *Effect of Conversion*. Upon the issuance of the Conversion Shares in accordance with Section 6, such shares shall be deemed to be duly authorized, validly issued, fully paid and non-assessable.

(e) *Adjustment to Conversion Price and number of Conversion Shares*. The Conversion Price shall be subject to adjustment from time to time as provided in this Section 6(e).

(i) *Adjustment to Conversion Price upon Issuance of Common Stock*. Except as provided in Section 6(e)(ii) and except in the case of an event described in either Section 6(e)(iv) or Section 6(e)(v), if the Company shall, at any time or from time to time after the Issue Date, issue or sell, or in accordance with Section 6(e)(iii) is deemed to have issued or sold, any shares of Common Stock without consideration or for consideration per share less than the Conversion Price in effect immediately prior to such issuance or sale (or deemed issuance or sale), then immediately upon such issuance or sale (or deemed issuance or sale), the Conversion Price in effect immediately prior to such issuance or sale (or deemed issuance or sale) shall be reduced (and in no event increased) to a Conversion Price equal to the quotient obtained by dividing:

(1) the sum of (A) the product obtained by multiplying the Common Stock Deemed Outstanding immediately prior to such issuance or sale (or deemed issuance or sale) by the Conversion Price then in effect plus (B) the aggregate consideration, if any, received by the Company upon such issuance or sale (or deemed issuance or sale); by

(2) the sum of (A) the Common Stock Deemed Outstanding immediately prior to such issuance or sale (or deemed issuance or sale) plus (B) the aggregate number of shares of Common Stock issued or sold (or deemed issued or sold) by the Company in such issuance or sale (or deemed issuance or sale).

Whenever following the Issue Date the Company shall issue or sell, or in accordance with Section 6(e)(iii) is deemed to have issued or sold, any shares of Common Stock, the Company shall prepare a certificate signed by an executive officer setting forth, in reasonable detail, the number of shares issued or sold, or deemed issued or sold, the amount and the form of the consideration received by the Company and the method of computation of such amount and shall cause copies of such certificate to be mailed to the Holders at the address specified for such Holders in the books and records of the Company (or at such other address as may be provided to the Company in writing by such Holders).

(ii) *Exceptions to Adjustment Upon Issuance of Common Stock.* Anything herein to the contrary notwithstanding, there shall be no adjustment to the Conversion Price or the number of Conversion Shares issuable upon conversion of the Series C Convertible Preferred Stock with respect to any Excluded Issuance.

(iii) *Effect of Certain Events on Adjustment to Conversion Price*. For purposes of determining the adjusted Conversion Price under Section 6(e)(i) hereof, the following shall be applicable:

(A) Issuance of Options. If the Company shall, at any time or from time to time after the Issue Date, in any manner grant or sell (whether directly or by assumption in a merger or otherwise) any Options, whether or not such Options or the right to convert or exchange any Convertible Securities issuable upon the exercise of such Options are immediately exercisable, and the price per share (determined as provided in this paragraph and in Section 6(e)(iii)(E)) for which Common Stock is issuable upon the exercise of such Options or upon the conversion or exchange of Convertible Securities issuable upon the exercise of such Options is less than the Conversion Price in effect immediately prior to the time of the granting or sale of such Options, then the total maximum number of shares of Common Stock issuable upon the exercise of such Options or upon conversion or exchange of the total maximum amount of Convertible Securities issuable upon the exercise of such Options shall be deemed to have been issued as of the date of granting or sale of such Options (and thereafter shall be deemed to be outstanding for purposes of adjusting the Conversion Price under Section 6(e)(i)), at a price per share equal to the quotient obtained by dividing (A) the sum (which sum shall constitute the applicable consideration received for purposes of Section 6(e)(i)) of (x) the total amount, if any, received or receivable by the Company as consideration for the granting or sale of all such Options, plus (y) the minimum aggregate amount of additional consideration payable to the Company upon the exercise of all such Options, plus (z), in the case of such Options which relate to Convertible Securities, the minimum aggregate amount of additional consideration, if any, payable to the Company upon the issuance or sale of all such Convertible Securities and the conversion or exchange of all such Convertible Securities, by (B) the total maximum number of shares of Common Stock issuable upon the exercise of all such Options or upon the conversion or exchange of all Convertible Securities issuable upon the exercise of all such Options. Except as otherwise provided in Section 6(e)(iii)(C), no further adjustment of the Conversion Price shall be made upon the actual issuance of Common Stock or of Convertible Securities upon exercise of such Options or upon the actual issuance of Common Stock upon conversion or exchange of Convertible Securities issuable upon exercise of such Options.

(B) Issuance of Convertible Securities. If the Company shall, at any time or from time to time after the Issue Date, in any manner grant or sell (whether directly or by assumption in a merger or otherwise) any Convertible Securities, whether or not the right to convert or exchange any such Convertible Securities is immediately exercisable, and the price per share (determined as provided in this paragraph and in Section 6(e)(iii)(E)) for which Common Stock is issuable upon the conversion or exchange of such Convertible Securities is less than the Conversion Price in effect immediately prior to the time of the granting or sale of such Convertible Securities, then the total maximum number of shares of Common Stock issuable upon conversion or exchange of the total maximum amount of such Convertible Securities shall be deemed to have been issued as of the date of granting or sale of such Convertible Securities (and thereafter shall be deemed to be outstanding for purposes of adjusting the Conversion Price pursuant to Section 6(e)(i)), at a price per share equal to the quotient obtained by dividing (A) the sum (which sum shall constitute the applicable consideration received for purposes of Section 6(e)(i)) of (x) the total amount, if any, received or receivable by the Company as consideration for the granting or sale of such Convertible Securities, plus (y) the minimum aggregate amount of additional consideration, if any, payable to the Company upon the conversion or exchange of all such Convertible Securities, by (B) the total maximum number of shares of Common Stock issuable upon the conversion or exchange of all such Convertible Securities. Except as otherwise provided in Section 6(e)(iii)(C), (A) no further adjustment of the Conversion Price shall be made upon the actual issuance of Common Stock upon conversion or exchange of such Convertible Securities and (B) no further adjustment of the Conversion Price shall be made by reason of the issue or sale of Convertible Securities upon exercise of any Options to purchase any such Convertible Securities for which adjustments of the Conversion Price have been made pursuant to the other provisions of this Section 6(e)(iii).

(C) Change in Terms of Options or Convertible Securities. Upon any change in any of (A) the total amount received or receivable by the Company as consideration for the granting or sale of any Options or Convertible Securities referred to in Section 6(e)(iii)(A) or Section 6(e)(iii)(B) hereof, (B) the minimum aggregate amount of additional consideration, if any, payable to the Company upon the exercise of any Options or upon the issuance, conversion or exchange of any Convertible Securities referred to in Section 6(e)(iii)(A) or Section 6(e)(iii)(B) hereof, (C) the rate at which Convertible Securities referred to in Section 6(e)(iii)(A) or Section 6(e)(iii)(B) hereof are convertible into or exchangeable for Common Stock, or (D) the maximum number of shares of Common Stock issuable in connection with any Options referred to in Section 6(e)(iii)(A) hereof or any Convertible Securities referred to in Section 6(e)(iii)(B) hereof (in each case, other than in connection with an Excluded Issuance), then if the original issuance or sale of such Options or Convertible Securities resulted in an adjustment to the Conversion Price pursuant to this Section 6(e), the Conversion Price in effect at the time of such change shall be readjusted to the Conversion Price which would have been in effect at such time pursuant to the provisions of this Section 6(e) had such Options or Convertible Securities still outstanding provided for such changed consideration, conversion rate or maximum number of shares, as the case may be, at the time initially granted, issued or sold and the number of Conversion Shares issuable upon the conversion of the Series C Convertible Preferred Stock immediately prior to any such adjustment or readjustment shall be correspondingly readjusted.

(D) Treatment of Expired or Terminated Options or Convertible Securities. Upon the expiration or termination of any unexercised Option (or portion thereof) or any unconverted or unexchanged Convertible Security (or portion thereof) for which any adjustment (either upon its original issuance or upon a revision of its terms) was made pursuant to this Section 6(e) (including upon the redemption or purchase for consideration of all or any portion of such Option or Convertible Security by the Company), the Conversion Price then in effect hereunder shall forthwith be changed pursuant to the provisions of this Section 6(e) to the Conversion Price which would have been in effect at the time of such expiration or termination had such unexercised Option (or portion thereof) or unconverted or unexchanged Convertible Security (or portion thereof), to the extent outstanding immediately prior to such expiration or termination, never been issued.

(E) Calculation of Consideration Received. If the Company shall, at any time or from time to time after the Issue Date, issue or sell, or is deemed to have issued or sold in accordance with Section 6(e)(iii), any shares of Common Stock, Options or Convertible Securities: (A) for cash, the consideration received therefor shall be deemed to be the net amount received by the Company therefor; (B) for consideration other than cash, the amount of the consideration other than cash received by the Company shall be the fair value of such consideration, except where such consideration consists of marketable securities, in which case the amount of consideration received by the Company shall be the market price (as reflected on any securities exchange, quotation system or association or similar pricing system covering such security) for such securities as of the end of business on the date of receipt of such securities; (C) for no specifically allocated consideration in connection with an issuance or sale of other securities of the Company, together comprising one integrated transaction, the amount of the consideration therefor shall be deemed to be the fair value of such portion of the aggregate consideration received by the Company in such transaction as is attributable to such shares of Common Stock, Options or Convertible Securities, as the case may be, issued in such transaction; or (D) to the owners of the non-surviving entity in connection with any merger in which the Company is the surviving corporation, the amount of consideration therefor shall be deemed to be the fair value of such portion of the net assets and business of the non-surviving entity as is attributable to such shares of Common Stock, Options or Convertible Securities, as the case may be, issued to such owners. The net amount of any cash consideration and the fair value of any consideration other than cash or marketable securities shall be determined in good faith by the Board of Directors.

(F) Record Date. For purposes of any adjustment to the Conversion Price or the number of Conversion Shares in accordance with this Section 6(e), in case the Company shall take a record of the holders of its Common Stock for the purpose of entitling them (A) to receive a dividend or other distribution payable in Common Stock, Options or Convertible Securities or (B) to subscribe for or purchase Common Stock, Options or Convertible Securities, then such record date shall be deemed to be the date of the issue or sale of the shares of Common Stock deemed to have been issued or sold upon the declaration of such dividend or the making of such other distribution or the date of the granting of such right of subscription or purchase, as the case may be.

(G) Treasury Shares. The number of shares of Common Stock outstanding at any given time shall not include shares owned or held by or for the account of the Company or any of its wholly owned Subsidiaries, and the disposition of any such shares (other than the cancellation or retirement thereof or the transfer of such shares among the Company and its wholly owned Subsidiaries) shall be considered an issue or sale of Common Stock for the purpose of this Section 6(e).

(iv) *Adjustment to Conversion Price and Conversion Shares Upon Dividend, Subdivision or Combination of Common Stock*. If the Company shall, at any time or from time to time after the Issue Date, (i) pay a dividend or make any other distribution upon the Common Stock or any other capital stock of the Company payable in shares of Common Stock or in Options or Convertible Securities, or (ii) subdivide (by any stock split, recapitalization or otherwise) its outstanding shares of Common Stock into a greater number of shares, the Conversion Price in effect immediately prior to any such dividend, distribution or subdivision shall be proportionately reduced and the number of Conversion Shares issuable upon the conversion of the Series C Convertible Preferred Stock shall be proportionately increased. If the Company at any time combines (by combination, reverse stock split or otherwise) its outstanding shares of Common Stock into a smaller number of shares, the Conversion Price in effect immediately prior to such combination shall be proportionately increased and the number of Conversion Shares issuable upon the conversion of the Series C Convertible Preferred Stock shall be proportionately decreased. Any adjustment under this Section 6(e)(iv) shall become effective at the close of business on the date the dividend, subdivision or combination becomes effective.

(v) *Adjustment to Conversion Price and Conversion Shares Upon Reorganization, Reclassification, Consolidation or Merger.* In the event of any (A) capital reorganization of the Company, (B) reclassification of the stock of the Company (other than a change in par value or from par value to no par value or from no par value to par value or as a result of a stock dividend or subdivision, split-up or combination of shares), (C) consolidation or merger of the Company with or into another Person, (D) sale of all or substantially all of the Company's assets to another Person or (E) other similar transaction (other than any such transaction covered by Section 6(e)(iv)), in each case which entitles the holders of Common Stock (but not the holders of the Series C Convertible Preferred Stock) to receive (either directly or upon subsequent liquidation) stock, securities or assets with respect to or in exchange for their shares, each share of Series C Convertible Preferred Stock shall, immediately after such reorganization, reclassification, consolidation, merger, sale or similar transaction, remain outstanding and shall thereafter, in lieu of or in addition to (as the case may be) the number of Conversion Shares then issuable upon conversion of such share of Series C Convertible Preferred Stock, be exercisable for the kind and number of shares of stock or other securities or assets of the Company or of the successor Person resulting from such transaction to which such share of Series C Convertible Preferred Stock would have been entitled upon such reorganization, reclassification, consolidation, merger, sale or similar transaction if the share of Series C Convertible Preferred Stock had been converted in full immediately prior to the time of such reorganization, reclassification, consolidation, merger, sale or similar transaction and acquired the applicable number of Conversion Shares then issuable hereunder as a result of such conversion (without taking into account any limitations or restrictions on the convertibility of such share of Series C Convertible Preferred Stock, if any); and, in such case, appropriate adjustment shall be made with respect to such holder's rights under this Certificate of Designations to insure that the provisions of this Section 6 hereof shall thereafter be applicable, as nearly as possible, to the Series C Convertible Preferred Stock in relation to any shares of stock, securities or assets thereafter acquirable upon conversion of Series C Convertible Preferred Stock (including, in the case of any consolidation, merger, sale or similar transaction in which the successor or purchasing Person is other than the Company, an immediate adjustment in the Conversion Price to the value per share for the Common Stock reflected by the terms of such consolidation, merger, sale or similar transaction, and a corresponding immediate adjustment to the number of Conversion Shares acquirable upon conversion of the Series C Convertible Preferred Stock without regard to any limitations or restrictions on conversion, if the value so reflected is less than the Conversion Price in effect immediately prior to such consolidation, merger, sale or similar transaction). The provisions of this Section 6(e)(v) shall similarly apply to successive reorganizations, reclassifications, consolidations, mergers, sales or similar transactions. The Company shall not effect any such reorganization, reclassification, consolidation, merger, sale or similar transaction unless, prior to the consummation thereof, the successor Person (if other than the Company) resulting from such reorganization, reclassification, consolidation, merger, sale or similar transaction, shall assume, by written instrument substantially similar in form and substance to this Certificate of Designations, the obligation to deliver to the holders of Series C Convertible Preferred Stock such shares of stock, securities or assets which, in accordance with the foregoing provisions, such holders shall be entitled to receive upon conversion of the Series C Convertible Preferred Stock.

Notwithstanding anything to the contrary contained herein, with respect to any corporate event or other transaction contemplated by the provisions of this Section 6(e)(v), each holder of shares of Series C Convertible Preferred Stock shall have the right to elect prior to the consummation of such event or transaction, to give effect to the provisions of Section 5 hereunder, instead of giving effect to the provisions contained in this Section 6(e)(v) with respect to such holder's Series C Convertible Preferred Stock and notice of which election shall be submitted in writing to the Company at its principal offices no later than ten (10) days before the effective date of such event, provided that any such notice of election shall be effective if given not later than fifteen (15) days after the date of the Company's notice pursuant to Section 6(f) hereof with respect to such event, and, provided, further, that if any Holder fails to give the Company such notice of election, the provisions of this Section 6(e)(v) shall govern the treatment of such Holder's shares of Series C Convertible Preferred Stock upon the occurrence of such event.

(vi) *Recapitalizations*. If at any time or from time to time there shall be a recapitalization of the Common Stock (other than a subdivision, combination, merger or sale of assets transaction provided for elsewhere in this Section 6(e)), provision shall be made so that the Holders shall thereafter be entitled to receive upon conversion of the Series C Convertible Preferred Stock the number of shares of Capital Stock or other securities or property of the Company to which a holder of Common Stock would have been entitled on recapitalization. In any such case, appropriate adjustment shall be made in the application of the provisions of this Section 6(e) with respect to the rights of the Holders after the recapitalization to the end that the provisions of this Section 6(e) (including adjustment of the Conversion Price then in effect and the number of shares issuable upon conversion of the Series C Convertible Preferred Stock) shall be applicable after that event as nearly equivalent as may be practicable.

(f) *Notices of Record Date.* In the event (i) the Company fixes a record date to determine the holders of Common Stock who are entitled to receive any dividend or other distribution, or (ii) there occurs any capital reorganization of the Company, any reclassification or recapitalization of the Common Stock of the Company, any merger or consolidation of the Company, or any voluntary or involuntary dissolution, liquidation or winding up of the Company, the Company shall mail to each Holder at least ten (10) days prior to the record date specified therein, a notice specifying (a) the date of such record date for the purpose of such dividend or distribution and a description of such dividend or distribution, (b) the date on which any such reorganization, reclassification, consolidation, merger, dissolution, liquidation or winding up is expected to become effective, and (c) the time, if any, that is to be fixed, as to when the holders of record of Common Stock (or other securities) shall be entitled to exchange their shares of Common Stock or other securities) for securities or other property deliverable upon such reorganization, reclassification, consolidation, merger, dissolution, liquidation or winding up.

(g) *No Impairment*. The Company will not, by amendment of its Certificate of Incorporation or through any reorganization, recapitalization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Company, but will at all times in good faith assist in the carrying out of all the provisions of this Section 6 and in the taking of all such actions as may be necessary or appropriate in order to protect the conversion rights of the Holders against impairment.

(h) *Fractional Shares and Certificate as to Adjustments*. In lieu of any fractional shares of Common Stock to which a Holder would otherwise be entitled upon conversion, the Company shall pay, in respect of each such fractional share, an amount in cash equal to such fraction multiplied by the Market Price of one share of Common Stock on the date of conversion.

Upon the occurrence of each adjustment or readjustment of the Conversion Price pursuant to this Section 6, the Company, at its expense, shall promptly compute such adjustment or readjustment in accordance with the terms hereof and prepare and furnish to each Holder a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Company shall, upon the written request at any time of any Holder, furnish or cause to be furnished to such Holder a like certificate setting forth (A) the calculation of such adjustment or readjustment, (B) the Conversion Price at the time in effect, and (C) the number of shares of Common Stock and the amount, if any, of other property which at the time would be received upon the conversion of such Holder's shares of Series C Convertible Preferred Stock. The provisions of Section 6(e) shall apply to any transaction and successively to any series of transactions that would require any adjustment pursuant thereto.

(i) *Reservation of Stock Issuable Upon Conversion.* The Company shall at all times reserve and keep available out of its authorized but unissued Common Stock, solely for the purpose of effecting the conversion of the shares of the Series C Convertible Preferred Stock (taking into account the adjustments required by this Section 6), such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of the Series C Convertible Preferred Stock; and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Series C Convertible Preferred Stock, in addition to such other remedies as shall be available to the Holders, the Company will, as soon as is reasonably practicable, take all such action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purposes.

Section 7. Voting Rights.

(a) In addition to any other vote of the Holders required by law, this Certificate of Designations or the Certificate of Incorporation, without the prior consent of the Holders of at least a majority of the shares of Series C Convertible Preferred Stock then outstanding, the Company will not (and shall not permit any direct or indirect Subsidiary of the Company):

(i) authorize, create, designate, establish or issue (including as a result of a merger, consolidation, or other similar or extraordinary transaction) (A) an increased number of shares of Series C Convertible Preferred Stock, or (B) any other class or series of capital stock ranking senior to or on parity with the Series C Convertible Preferred Stock as to dividends or upon liquidation or (y) reclassify any shares of Common Stock into shares of capital stock having any preference or priority as to dividends or upon liquidation senior to or on parity with any such preference or priority of the Series C Convertible Preferred Stock;

(ii) amend, restate, alter or repeal (including as a result of a merger, consolidation, or other similar or extraordinary transaction) this Certificate of Designations or any of the rights, powers or preferences of the Series C Convertible Preferred Stock;

(iii) amend, restate, alter or repeal (including as a result of a merger, consolidation, or other similar or extraordinary transaction) any of the Company's Organizational Documents if such amendment, restatement, alteration or repeal would have an adverse effect on the rights, powers or preferences of the Series C Convertible Preferred Stock or the Holders in their capacity as such; or

(iv) agree to do any of the foregoing.

Section 8. Reissuance of Shares of Series C Convertible Preferred Stock.

Shares of Series C Convertible Preferred Stock that have been issued and reacquired by the Company in any manner, including shares purchased, redeemed, converted or exchanged, shall (upon compliance with any applicable provisions of the DGCL) be permanently retired or cancelled and shall not under any circumstances be reissued. The Company shall from time to time take such appropriate action as may be required by applicable law to reduce the authorized number of shares of Series C Convertible Preferred Stock by the number of shares that have been so reacquired.

Section 9. Notices.

Any and all notices, consents, approval or other communications or deliveries required or permitted to be provided under this Certificate of Designations shall be in writing and shall be deemed given and effective on the earliest of (a) the date of receipt, if such notice, consent, approval or other communication is delivered by hand (with written confirmation of receipt) or via facsimile or email to the Company or the Holders, as applicable, at the facsimile number or email address specified in the register of Holders of Series C Convertible Preferred Stock maintained by the Transfer Agent prior to 5:00 p.m. (New York City time) on a Business Day, (b) the next Business Day after the date of receipt, if such notice, consent, approval or other communication is delivered via facsimile or email to the Company or the Holder, as applicable, at the facsimile number or email address specified in the register of Holders of Series C Convertible Preferred Stock maintained by the Transfer Agent on a day that is not a Business Day or later than 5:00 p.m. (New York City time) on any Business Day, or (c) the third Business Day following the date of deposit with a nationally recognized overnight courier service for next Business Day delivery and addressed to the Company or the Holder, as applicable, at the address specified in the register of Holders of Series C Convertible Preferred Stock maintained by the Transfer Agent.

Section 10. Headings; References.

The headings of the various sections and subsections hereof are for convenience of reference only and shall not affect the interpretation of any of the provisions hereof. References herein to Sections are to Sections of this Certificate of Designations unless otherwise specified.

Section 11. Severability of Provisions.

If any powers, preferences and relative, participating, optional and other special rights of the Series C Convertible Preferred Stock and the qualifications, limitations and restrictions thereof set forth in this Certificate of Designations (as it may be amended from time to time) are invalid, unlawful or incapable of being enforced by reason of any rule or law or public policy, all other powers, preferences and relative, participating, optional and other special rights of the Series C Convertible Preferred Stock and the qualifications, limitations and restrictions thereof set forth in this Certificate of Designations (as so amended) which can be given effect without the invalid, unlawful or unenforceable powers, preferences and relative, participating, optional and other special rights of the Series C Convertible Preferred Stock and the qualifications, limitations and restrictions thereof shall, nevertheless, remain in full force and effect, and no powers, preferences and relative, participating, optional or other special rights of the Series C Convertible Preferred Stock and the qualifications, limitations and restrictions thereof herein set forth shall be deemed dependent upon any other such powers, preferences and relative, participating, optional or other special rights of Preferred Stock and qualifications, limitations and restrictions thereof unless so expressed herein.

[Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, this Certificate of Designations has been executed on behalf of the Company by its Vice President, General Counsel and Secretary this [__] day of [__], 2019.

Carrols Restaurant Group, Inc.

By: _____
Name:
Title:

[*Signature Page to Certificate of Designations – Series C Convertible Preferred Stock*]

Exhibit 4.2

FINAL VERSION

FORM OF REGISTRATION RIGHTS AND STOCKHOLDERS' AGREEMENT

This Registration Rights and Stockholders' Agreement (this "Agreement") is entered into as of [__], 2019, by and between CARROLS RESTAURANT GROUP, INC. (formerly known as "Carrols Holdco Inc."), a Delaware corporation (the "Company"), and CAMBRIDGE FRANCHISE HOLDINGS, LLC, a Delaware limited liability company (the "Investor").

WHEREAS, the Company, Carrols Holdco Inc. (formerly known as "Carrols Restaurant Group, Inc."), GRC MergerSub Inc., GRC MergerSub LLC ("Carrols MergerSub"), Cambridge Franchise Partners, LLC, New CFH, LLC ("New CFH") and the Investor have entered into that certain Agreement and Plan of Merger, dated as of February 19, 2019 (as may be amended from time to time, the "Merger Agreement"), providing for, among other things, the acquisition of New CFH through the merger of Carrols MergerSub and New CFH, with New CFH as the surviving entity, in exchange for the issuance by the Company to the Investor of [●][1] shares of Common Stock (the "Investor Common Stock") and 10,000 shares of newly-designated Series C Convertible Preferred Stock, par value $0.01 per share, of the Company (together with any shares of capital stock into which such shares are reclassified or converted (including by merger or otherwise), the "Preferred Stock"); and

WHEREAS, as an inducement to the Company and the Investor to close the transactions contemplated by the Merger Agreement, the Company and the Investor have agreed that this Agreement shall provide certain rights and govern certain matters as set forth herein.

NOW, THEREFORE, the Company and the Investor hereby agree as follows:

1. **Definitions**. When used in this Agreement, the following terms shall have the meanings indicated below:

(a) "Adverse Disclosure" means, in the good faith determination of the Board, material undisclosed circumstances or developments with respect to which the disclosure that would be required in a Registration Statement would be premature and would have an adverse effect on the Company.

(b) "Affiliate" means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

(c) "Agreement" has the meaning set forth in the preamble to this Agreement.

(d) "Approved Block Trade" means a block sale or non-marketed underwritten offering of Registrable Securities (i) for a sales price per share of no less than 90% of the average closing price of the Common Stock on the NASDAQ Global Market for the five trading days ending immediately prior to such sale or offering (excluding any commissions paid in connection with such block sale or offering) and (ii) for not less than 300,000 shares of Common Stock, in the case of each of clauses (i) and (ii), in a bid process effected through an underwriter.

[1] To be the number calculated pursuant to Section 2.02(a)(i) of the Merger Agreement.

(e) "BKC Investors" has the meaning set forth in Section 15(a) of this Agreement.

(f) "BKC Registration Rights Agreement" has the meaning set forth in Section 15(a) of this Agreement.

(g) "Board" means the board of directors of the Company.

(h) "Business Day" means any day except Saturday, Sunday or any days on which banks are generally not open for business in New York, New York.

(i) "Carrols MergerSub" has the meaning set forth in the preamble to this Agreement.

(j) "Class [__] Director" means a director of the Board designated as a Class [__] director of the Board in accordance with the certificate of incorporation of the Company or, in the event that the certificate of incorporation of the Company ceases to contemplate a classified Board, a director of the Board.

(k) "Commission" means the United States Securities and Exchange Commission.

(l) "Common Stock" means the common stock, par value $.01 per share, of the Company and any shares of capital stock into which such shares are reclassified or converted (including by merger or otherwise).

(m) "Company" has the meaning set forth in the preamble to this Agreement.

(n) "Company Indemnified Party" has the meaning set forth in Section 10(a) of this Agreement.

(o) "Conversion Common Stock" means all shares of Common Stock issued or issuable to the Investor upon conversion of any shares of Preferred Stock.

(p) "Demand Registration" has the meaning set forth in Section 3(a) of this Agreement.

(q) "Director Cessation Date" means the first date on which the aggregate number of shares of Investor Common Stock and shares of Conversion Common Stock then held by the Investor and its Permitted Affiliates together constitutes less than ten percent (10%) of the aggregate number of then-outstanding shares of Common Stock.

(r) "Director Step-Down Date" means the first date on which the aggregate number of shares of Investor Common Stock and shares of Conversion Common Stock then held by the Investor and its Permitted Affiliates together constitutes less than fourteen point five percent (14.5%) of the total number of then-outstanding shares of Common Stock.

(s) "Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

(t) "Extraordinary Transaction" means any merger, consolidation, business combination, tender or exchange offer, recapitalization, reorganization, purchase or license of all or a material portion of the assets, properties or equity securities of, or other similar extraordinary transaction involving, the Company or any of its Subsidiaries or any of their respective securities.

(u) "Governmental Authority" means any domestic (including federal, state or local) or foreign government, any political subdivision thereof or any court, administrative or regulatory agency, department, instrumentality, body or commission or other governmental authority or agency.

(v) "Inspectors" has the meaning set forth in Section 7(i) of this Agreement.

(w) "Initial Investor Directors" has the meaning set forth in Section 14(a)(i) of this Agreement.

(x) "Investor" has the meaning set forth in the preamble to this Agreement.

(y) "Investor Common Stock" has the meaning set forth in the preamble to this Agreement.

(z) "Investor Director" has the meaning set forth in Section 14(a)(i) of this Agreement.

(aa) "Investor Indemnified Party" has the meaning set forth in Section 10(b) of this Agreement.

(bb) "Law" or "Laws" means any statutes, rules, codes, regulations, ordinances or Orders of, or issued by, any Governmental Authority.

(cc) "Management Investors" has the meaning set forth in Section 15(a) of this Agreement.

(dd) "Management Registration Rights Agreement" has the meaning set forth in Section 15(a) of this Agreement.

(ee) "Merger Agreement" has the meaning set forth in the preamble to this Agreement.

(ff) "NASDAQ" has the meaning set forth in Section 14(a)(iii) of this Agreement.

(gg) "New CFH" has the meaning set forth in the preamble to this Agreement.

(hh) "Order" means any writ, decree, order, judgment, injunction, rule, ruling, or consent decree of or by a Governmental Authority.

(ii) "Parties" means the Company and the Investor and "Party" means any one of them.

(jj) "Person" means any individual, partnership, corporation, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

(kk) "Piggyback Registration" has the meaning set forth in Section 4(a) of this Agreement.

(ll) "Preferred Stock" has the meaning set forth in the preamble to this Agreement.

(mm) "Prospectus" means the prospectus included in any Registration Statement, as amended or supplemented by any Prospectus supplement with respect to the terms of the offering of any portion of the Registrable Securities covered by such Registration Statement, and all other amendments and supplements to the Prospectus, including post-effective amendments, and all material incorporated by reference in such Prospectus.

(nn) "Qualifying Approved Tender Offer" means a tender offer or exchange offer that has been at any time recommended by, or approved by, the Board.

(oo) "Qualifying Non-Approved Tender Offer" means a tender offer or exchange offer that (a) has not been recommended or has been recommended against by the Board, (b) includes a majority minimum tender or approval condition, and, as of the tender date, all of the conditions to closing of which (including the majority minimum tender or approval condition) have been satisfied or (other than with respect to the majority minimum tender or approval condition) waived and (c) is expiring on the tender date (provided that, if such tender or exchange offer is subsequently extended, such offer shall cease to be a "Qualifying Non-Approved Tender Offer" until subsequently complying with the terms hereof).

(pp) "Records" has the meaning set forth in Section 7(i) of this Agreement.

(qq) "Registrable Securities" means, at any time, (i) all of the shares of Investor Common Stock, (ii) all shares of Conversion Common Stock and (iii) any shares of Common Stock issued or issuable to the Investor with respect to Investor Common Stock and Conversion Common Stock by way of a stock dividend or stock split or in connection with a combination of shares, recapitalization, merger, consolidation or other reorganization. As to any particular Registrable Securities, such securities shall cease to be Registrable Securities when (A) a Registration Statement covering such securities has been declared effective by the Commission and such securities have been disposed of pursuant to such effective Registration Statement, (B) such securities may be sold under circumstances in which all of the applicable conditions of Rule 144 under the Securities Act are met without volume limitations or other restrictions on transfer thereunder, (C) such securities shall have ceased to be outstanding or (D) such securities are no longer owned by, or issuable upon conversion to, the Investor or any of its Permitted Affiliates.

(rr) "registered" and "registration" means a registration effected pursuant to an effective Registration Statement under the Securities Act.

(ss) "Registration Statement" means any registration statement of the Company which covers any of the Registrable Securities pursuant to the provisions of this Agreement, together with the Prospectus, any amendment and/or supplement to such Registration Statement (including any post-effective amendment), all exhibits to such registration statement and all materials incorporated by reference in such registration statement.

(tt) "Rule 144" means Rule 144 promulgated under the Securities Act, or any successor or complementary rule thereto.

(uu) "Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

(vv) "Selling Expenses" means all underwriting discounts, selling commissions and stock transfer taxes applicable to the sale of Registrable Securities, in each case, not customarily paid by the issuers of securities, and all expenses of the Investor's legal counsel in connection with such sale.

(ww) "Shelf Offering" has the meaning set forth in Section 3(a) of this Agreement.

(xx) "Shelf Period" has the meaning set forth in Section 2(b) of this Agreement.

(yy) "Shelf Registration Statement" means a Registration Statement in connection with a Shelf Offering.

(zz) "Suspension Period" has the meaning set forth in Section 7(h) of this Agreement.

(aaa) "Underwritten Offering" has the meaning set forth in Section 3(a) of this Agreement.

2. S-3 Shelf Registration.

(a) Filing. At any time after the second (2nd) anniversary of the Closing Date (as defined in the Merger Agreement), to the extent that the Company is eligible to register the resale of shares on Form S-3 or any successor form thereto, upon the written request of the Investor, the Company shall file, as promptly as practicable thereafter, with the Commission a Shelf Registration Statement on Form S-3 relating to the offer and sale of an amount of Registrable Securities requested by the Investor; provided, however, that, unless consented to by the Company, each such request must cover at least thirty percent (30%) of the Registrable Securities then held by the Investor. The Company shall use its reasonable best efforts to cause such Shelf Registration Statement to be declared effective under the Securities Act (unless it becomes effective automatically upon filing). The Company shall not be required to effect more than one (1) Shelf Registration pursuant to this Section 2.

(b) Continued Effectiveness. Subject to the permitted Suspension Periods set forth in Section 7(h) hereof, the Company shall use its reasonable best efforts to keep such Shelf Registration Statement (or a replacement Shelf Registration Statement) continuously effective under the Securities Act in order to permit the Prospectus forming a part thereof to be usable by the Investor until the earlier of (i) the date as of which all Registrable Securities covered by such Shelf Registration Statement have been sold and (ii) the date as of which the Investor is permitted to sell its Registrable Securities without Registration pursuant to Rule 144 without volume limitations or other restrictions on transfer thereunder (such period of effectiveness, the "Shelf Period").

3. Demand Registration.

(a) Subject to the limitations contained in this Section 3, at any time following the second (2nd) anniversary of the Closing Date (as defined in the Merger Agreement), the Investor may, at any time and from time to time, request that the Company register for sale all or any of its Registrable Securities under the Securities Act in connection with an Underwritten Offering by sending the Company a written request setting forth such request and specifying the number of Registrable Securities required to be registered and the intended method of disposition (any such registration being referred to herein as a "Demand Registration"); provided that the minimum number of Registrable Securities to be registered on behalf of the Investor in any Demand Registration must be equal to at least thirty-three and one-third percent (33.33%) of the Registrable Securities held by Investor (on an as-converted basis) on the date hereof. For the avoidance of doubt, the Investor's right to Demand Registration includes, without limitation, the right to require registration of an underwritten public offering of Registrable Securities (an "Underwritten Offering") or the right to require the filing of a preliminary and final prospectus supplement to the extent that a Shelf Registration Statement is then effective. However, the registration of shares of Common Stock pursuant to any continuous offering of Registrable Securities pursuant to Rule 415 promulgated under the Securities Act (a "Shelf Offering") shall be governed by Section 2 hereof.

(b) Subject to the limitations contained in this Section 3, upon the receipt by the Company of a written request for a Demand Registration pursuant to Section 3(a), the Company shall cause a Registration Statement on Form S-3 or any successor form thereto (or, if the Company is not then eligible to register the resale of shares on Form S-3, on another appropriate form in accordance with the Securities Act) to be filed within sixty (60) days after the date on which the initial request is given (provided, however, that no filing of a Demand Registration shall be made earlier than the 24 month anniversary of the date of the closing of the Merger Agreement) and shall use its reasonable best efforts to cause such Registration Statement to be declared effective by the Commission as soon as practicable thereafter covering all of the Registrable Securities requested to be registered in the Demand Registration. The Company shall not be required to effect more than three (3) Demand Registrations pursuant to this Section 3. Any registration initiated as a Demand Registration pursuant to Section 3(a) shall not count as a Demand Registration unless and until the Registration Statement with respect to such registration shall have become effective.

(c) The Company shall not be obligated to effect any Demand Registration within one-hundred eighty (180) days after the effective date of a previous Demand Registration or a previous registration in which the Investor was given Piggyback Registration rights. The Company may postpone the filing or effectiveness of a Registration Statement for a Demand Registration (i) for up to ninety (90) days if the Company, in good faith, determines that such Demand Registration would reasonably be expected to result in an Adverse Disclosure or (ii) for up to ninety (90) days, if the Company, in good faith, intends to conduct a primary offering of Common Stock within ninety (90) days of the proposed Demand Registration; provided that in such event the Investor shall be entitled to withdraw such request and, if such request is withdrawn, such Demand Registration shall not count as one of the permitted Demand Registrations hereunder and the Company shall pay all registration expenses in connection with such registration.

(d) The Investor may withdraw its Registrable Securities from a Demand Registration at any time prior to the effectiveness of the applicable Registration Statement. Upon receipt of notice from the Investor to such effect, the Company shall cease all efforts to secure effectiveness of the applicable Registration Statement and such registration shall nonetheless be deemed a Demand Registration hereunder unless the withdrawal is made after a material adverse change to the Company or after notice of a postponement pursuant to Section 3(c).

(e) In the case of any Demand Registration that relates to an Underwritten Offering, the Investor shall select the investment banking firms to act as the managing underwriter or underwriters in connection with such Underwritten Offering, provided that such investment banking firms shall be reasonably acceptable to the Company.

(f) If a Demand Registration is initiated by the Investor as an Underwritten Offering, and the managing underwriter advises the Investor and the Company in writing that, in its opinion, the number of shares of Common Stock proposed to be included in such registration, including all Registrable Securities and all other shares of Common Stock proposed to be included in such Underwritten Offering, exceeds the number of shares of Common Stock which can be sold in such offering or that the number of shares of Common Stock proposed to be included in any such registration would adversely affect the marketability of such offering, the Company shall include in such registration (i) first, the number of shares of Common Stock requested to be included therein by the Investor and the BKC Investors; and (ii) second, the number of shares of Common Stock requested to be included therein by the holders of Common Stock (other than the Investor and the BKC Investors), allocated among such holders in such manner as they may agree.

4. Piggyback Registration.

(a) Whenever the Company proposes to register any shares of its Common Stock under the Securities Act (other than (i) a registration effected solely to implement an employee benefit plan or a transaction to which Rule 145 of the Securities Act is applicable, or (ii) a Registration Statement on Form S-4, S-8 or any successor form thereto or another form not available for registering the Registrable Securities for sale to the public), whether for its own account or for the account of one or more stockholders of the Company, the Company shall give prompt written notice (in any event, no later than thirty (30) days prior to the filing of such Registration Statement) to the Investor of its intention to effect such a registration and, subject to Section 4(b) and Section 4(c), shall include in such registration all Registrable Securities requested to be included by the Investor within fifteen (15) days after the date on which the Company's notice is given (a "Piggyback Registration"). The Investor may withdraw all or any part of its Registrable Securities from a Piggyback Registration at any time. For the avoidance of doubt, no registration of Registrable Securities effected pursuant to a request under this Section 4 shall be deemed to have been effected pursuant to Section 3 of this Agreement or shall relieve the Company of its obligations under Section 3. The Company may postpone for up to one-hundred twenty (120) days the filing or effectiveness of a Piggyback Registration if the Company, in good faith, determines that such Piggyback Registration would reasonably be expected to have a material adverse effect on any proposal or plan by the Company or any of its Subsidiaries to engage in any acquisition of assets (other than in the ordinary course of business) or any merger, consolidation, tender offer, reorganization or similar transaction.

(b) If a Piggyback Registration is initiated as a primary underwritten offering on behalf of the Company and the managing underwriter advises the Company and the Investor (if the Investor has elected to include Registrable Securities in such Piggyback Registration) in writing that in its opinion the number of shares of Common Stock proposed to be included in such registration, including all Registrable Securities and all other shares of Common Stock proposed to be included in such underwritten offering, exceeds the number of shares of Common Stock which can be sold in such offering and/or that the number of shares of Common Stock proposed to be included in any such registration would adversely affect the marketability of such offering, the Company shall include in such registration (i) first, the number of shares of Common Stock that the Company proposes to sell; (ii) second, the number of shares of Common Stock requested to be included by any stockholder having registration rights with priority over the registration rights of the Investor; (iii) third, the number of shares of Common Stock requested to be included therein by the Investor and the BKC Investors; and (iv) fourth, the number of shares of Common Stock requested to be included therein by holders of Common Stock (other than the Investor, the BKC Investors and the Management Investors), allocated among such holders in such manner as they may agree.

(c) If any Piggyback Registration is initiated as a primary underwritten offering on behalf of the Company, the Company shall select the investment banking firm or firms to act as the managing underwriter or underwriters in connection with such offering.

(d) If a Piggyback Registration is initiated as an underwritten offering on behalf of a holder of Common Stock other than the Investor, and the managing underwriter advises the Company in writing that in its opinion the number of shares of Common Stock proposed to be included in such registration, including all Registrable Securities and all other shares of Common Stock proposed to be included in such underwritten offering, exceeds the number of shares of Common Stock which can be sold in such offering and/or that the number of shares of Common Stock proposed to be included in any such registration would adversely affect the marketability of such offering, the Company shall include in such registration (i) first, the number of shares of Common Stock requested to be included by any stockholder having registration rights with priority over the registration rights of the Investor; (ii) second, the number of shares of Common Stock requested to be included therein by the Investor and the BKC Investors; and (iii) third, the number of shares of Common Stock requested to be included therein by holders of Common Stock (other than the Investor, the BKC Investors and the Management Investors), allocated among such holders in such manner as they may agree.

5. Block Trades.

(a) To the extent that a Shelf Registration Statement is effective, the Investor shall have the right to request that the Company file a prospectus supplement in connection with an Approved Block Trade, and the filing of such prospectus supplement shall not count as a Demand Registration. The Investor and the Company shall equally split the fees of the Company's independent public accountants and printing expenses associated with the preparation and distribution of the requested prospectuses and prospectus supplements associated with up to two (2) Approved Block Trades. The Investor shall pay all other costs and expenses associated with an Approved Block Trade, including all of its costs and expenses associated with such sales (including attorneys' fees of the Investor and applicable stock transfer taxes and underwriting discounts and commissions); provided, however, that the Company shall pay the fees and expenses of its attorneys in connection with such Approved Block Trades. With respect to any additional Approved Block Trades in excess of such initial two (2), the Investor shall be responsible for all associated costs.

(b) In connection with an Approved Block Trade, to the extent required by the relevant underwriters, the Company shall obtain so-called "comfort letters" from the Company's independent public accountants, and legal opinions of counsel to the Company addressed to the underwriters and the Commission, in customary form and covering such matters as are customarily covered by such letters and opinions and shall enter into such other agreements, including underwriting agreements in customary form. Delivery of any such opinions or comfort letters shall be subject to the recipient furnishing such written representations or acknowledgements as are customarily provided by underwriters who receive such comfort letters or opinions. In connection with an Approved Block Trade, the Company shall make available for inspection by (i) one authorized representative of the Investor, (ii) any underwriter participating in an Approved Block Trade and (iii) each of their respective representatives, all financial and other information as shall be reasonably requested by them, and provide such Persons the opportunity to discuss the business affairs of the Company with its principal executives and independent public accountants who have certified the audited financial statements included in the Registration Statement, in each case, as necessary to enable them to exercise their due diligence responsibility under the Securities Act; provided, however, that the information that the Company determines, in good faith, to be confidential shall not be disclosed unless such Person signs a confidentiality agreement reasonably satisfactory to the Company. In addition, the Company shall take such other actions as are reasonably required and customary in order to expedite or facilitate an Approved Block Trade.

6. Lock-up Agreements.

(a) The Investor agrees that, in connection with any underwritten public offering of the Company's Common Stock, and upon the request of the managing underwriter in such offering, the Investor shall enter into such customary lock-up agreements as may be requested by the managing underwriter, pursuant to which the Investor shall agree not to, directly or indirectly, (i) offer, sell, offer to sell, contract to sell, hedge, pledge, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase or sell (or announce any offer, sale, offer of sale, contract of sale, hedge, pledge, sale of any option or contract to purchase, purchase of any option or contract of sale, grant of any option, right or warrant to purchase or other sale or disposition), or otherwise transfer or dispose of (or enter into any transaction that is designed to, or could reasonably be expected to, result in the disposition by any Person at any time in the future of), any shares of Investor Common Stock or Conversion Common Stock or any securities convertible into, exercisable for or exchangeable for shares of Investor Common Stock or Conversion Common Stock beneficially owned by it within the meaning of the Exchange Act or (ii) enter into any swap or other agreement or any transaction that transfers, in whole or in part, directly or indirectly, the economic benefit of ownership and/or beneficial ownership of such securities, whether any such swap or transaction described in clause (i) or (ii) above is to be settled by delivery of any shares of Investor Common Stock, Conversion Common Stock or such other securities, in cash or otherwise, subject to customary exceptions, and provided that the period of any such lock-up shall not exceed the lesser of (x) the shortest lock-up period to which any executive officer or director is subjected and (y) one-hundred eighty (180) days. The Investor agrees to execute and deliver such other customary agreements as may be requested by the Company or the managing underwriter which are consistent with the foregoing or which are necessary to give further effect thereto.

(b) Notwithstanding anything to the contrary contained in this Agreement,

(i) the provisions of this Section 6 shall not apply to sales of Registrable Securities to be included in an underwritten offering pursuant to Section 4(a);

(ii) the provisions of this Section 6 shall not apply to the Investor unless all directors and executive officers of the Company are subject to the same restrictions; and

(iii) in the event that the managing underwriter or the Company permit any discretionary waiver or termination of the restrictions of any lock-up agreement pertaining to any officer, director or holder of greater than five percent (5%) of the outstanding Common Stock, the Investor shall be released from any lock-up agreement entered into pursuant to this Section 6 to the same extent as such officer, director or holder.

(c) In the case of a registration of Registrable Securities pursuant to Section 3 for an Underwritten Offering, the Company agrees, if requested by the managing underwriter or underwriters, to enter into such customary lock-up agreements as may be requested by the managing underwriter, pursuant to which the Company shall agree to not (i) offer, pledge, sell, contract to sell, grant any option or contract to purchase, purchase any option or contract to sell, hedge the beneficial ownership of or otherwise dispose of, directly or indirectly, any shares of Common Stock or any securities convertible into, exercisable for or exchangeable for shares of Common Stock, or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership and/or beneficial ownership of such securities, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Common Stock or such other securities, in cash or otherwise, subject to customary exceptions (including the ability to sell shares of common stock pursuant to Form S-4 or Form S-8, pursuant to any employee benefit plan then in effect or pursuant to any other contractual obligations that that the Company may then have), and provided that the period of any such lock-up shall not exceed the lesser of (x) the shortest lock-up period to which the Investor is subjected and (y) one-hundred eighty (180) days. The Company agrees to execute and deliver such other agreements as may be reasonably requested by the managing underwriter which are consistent with the foregoing or which are necessary to give further effect thereto. Without limiting the foregoing, if, after the date hereof, the Company grants any Person (other than the Investor) any rights to demand or participate in a registration, the Company agrees that the agreement with respect thereto shall include such Person's agreement to comply with any black-out period required by this Section 6(c) as if it were the Company hereunder.

7. Registration Procedures. If and whenever the Investor requests that any Registrable Securities be registered pursuant to the provisions of this Agreement, the Company shall use its reasonable best efforts to effect the registration and the sale of such Registrable Securities in accordance with the intended method of disposition thereof, and, pursuant thereto, the Company shall as soon as practicable:

(a) subject to Section 3(c), prepare and file with the Commission a Registration Statement with respect to such Registrable Securities and use its reasonable best efforts to cause such Registration Statement to become effective as soon as practicable;

(b) prepare and file with the Commission such amendments, post-effective amendments and supplements to such Registration Statement and the Prospectus used in connection therewith as may be necessary to keep such Registration Statement effective for a period of not less than one-hundred eighty (180) days (or for the Shelf Period, in the case of a Shelf Registration), or, if earlier, until all of such Registrable Securities have been disposed of, and to comply with the provisions of the Securities Act with respect to the disposition of such Registrable Securities in accordance with the intended methods of disposition set forth in such Registration Statement;

(c) at least five (5) Business Days before filing such Registration Statement, Prospectus or amendments or supplements thereto, furnish to counsel for the Investor copies of such documents proposed to be filed, which documents shall be subject to the review, comment and approval of such counsel within three (3) Business Days after receipt thereof, with respect to only those sections of the Registration Statement containing information about or provided in writing by or on behalf of the Investor, including, without limitation, the Selling Securityholder section and the Plan of Distribution section (and the Company shall not file any such document to which the Investor reasonably objects);

(d) notify the Investor, promptly after the Company receives notice thereof, of the time when such Registration Statement has been declared effective or a supplement to any Prospectus forming a part of such Registration Statement has been filed;

(e) furnish to the Investor such number of copies of the Prospectus included in such Registration Statement (including each preliminary Prospectus) and any supplement thereto (in each case including all exhibits and documents incorporated by reference therein) and such other documents as the Investor may request in order to facilitate the disposition of the Registrable Securities;

(f) use its reasonable best efforts to register or qualify such Registrable Securities under such other securities or "blue sky" Laws of such jurisdictions as the Investor requests and do any and all other acts and things which may be necessary or advisable to enable the Investor to consummate the disposition of Registrable Securities in such jurisdictions; provided that the Company shall not be required to qualify generally to do business, subject itself to general taxation or consent to general service of process in any jurisdiction where it would not otherwise be required to do so but for this Section 7(f);

(g) notify the Investor, at any time when a Prospectus relating thereto is required to be delivered under the Securities Act, of the happening of any event as a result of which the Prospectus included in such Registration Statement contains an untrue statement of a material fact or omits any fact necessary to make the statements therein not misleading, and, at the request of the Investor, the Company shall prepare a supplement or amendment to such Prospectus so that, as thereafter delivered to the purchasers of such Registrable Securities, such Prospectus shall not contain an untrue statement of a material fact or omit to state any fact necessary to make the statements therein not misleading;

(h) notify the Investor, with at least two (2) days' prior written notice, at any time when the continued use of a Registration Statement filed would require the Company to make an Adverse Disclosure and, as a result, the Company needs to suspend the use of the Registration Statement (each, a "Suspension Period"); provided, however, (i) no Suspension Period shall exceed ninety (90) days, (ii) the Company shall not be permitted to have more than two Suspension Periods in any twelve-month period and (iii) the aggregate amount of all Suspension Periods in any twenty-four month period shall not exceed one-hundred eighty (180) days. In the case of a suspension, the Investor agrees, promptly upon receipt of the notice, to suspend use of the applicable Prospectus in connection with any sale or purchase of, or offer to sell or purchase, Registrable Securities. The Company shall immediately notify the Investor upon the termination of any suspension, amend or supplement the Prospectus, if necessary, so it does not contain any untrue statement or omission and furnish to the Investor such numbers of copies of the Prospectus as so amended or supplemented as the Investor may reasonably request. The Company agrees, if necessary, to promptly supplement or make amendments to the Registration Statement, if required by the registration form used by the Company for the Registration or by the instructions applicable to such registration form or by the Securities Act or the rules or regulations promulgated thereunder or as may reasonably be requested by the Investor;

(i) make available for inspection by the Investor, any underwriter participating in any disposition pursuant to such Registration Statement and any attorney, accountant or other agent or representative of the Investor or such underwriter (collectively, the "Inspectors"), all financial and other records, pertinent corporate documents and properties of the Company (collectively, the "Records"), and cause the Company's officers, directors and employees to supply all information requested by any such Inspector in connection with such Registration Statement;

(j) provide a transfer agent and registrar (which may be the same entity) for all such Registrable Securities not later than the effective date of such registration;

(k) use its reasonable best efforts to cause such Registrable Securities to be listed on each securities exchange on which the Common Stock is then listed;

(l) in connection with an underwritten offering, take all such customary actions as the managing underwriter of such offering requests in order to expedite or facilitate the disposition of such Registrable Securities (including, without limitation, making appropriate officers of the Company available to participate in "road show" and other customary marketing activities (including one-on-one meetings with prospective purchasers of the Registrable Securities));

(m) otherwise use its reasonable best efforts to comply with all applicable rules and regulations of the Commission and make available to its stockholders an earnings statement (in a form that satisfies the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder) no later than ninety (90) days after the end of the twelve-month period beginning with the first day of the Company's first full fiscal quarter after the effective date of such Registration Statement, which earnings statement shall cover said twelve-month period, and which requirement will be deemed to be satisfied if the Company timely files complete and accurate information on Forms 10-Q, 10-K and 8-K under the Exchange Act and otherwise complies with Rule 158 under the Securities Act;

(n) furnish each underwriter, if any, with (i) a legal opinion of the Company's outside counsel, dated the effective date of such Registration Statement (and, if such registration includes an Underwritten Offering, dated the date of the closing under the underwriting agreement), in form and substance as is customarily given in opinions of a registrant's counsel to underwriters in underwritten public offerings; and (ii) a "comfort" letter signed by the Company's independent certified public accountants, in form and substance as is customarily given in accountants' letters to underwriters in Underwritten Offerings;

(o) without limiting Section 7(f) above, use its reasonable best efforts to cause such Registrable Securities to be registered with or approved by such other governmental agencies or authorities as may be necessary by virtue of the business and operations of the Company to enable the Investor to consummate the disposition of such Registrable Securities in accordance with its intended method of distribution thereof;

(p) notify the Investor promptly of any request by the Commission for the amending or supplementing of such Registration Statement or Prospectus or for additional information (and provide copies of the relevant documents to the Investor);

(q) advise the Investor, promptly after it shall receive notice or obtain knowledge thereof, of (i) the issuance of any stop order by the Commission suspending the effectiveness of such Registration Statement or the initiation or threatening of any proceeding for such purpose and promptly use its best efforts to prevent the issuance of any stop order or to obtain its withdrawal at the earliest possible moment if such stop order should be issued, (ii) any written comments by the Commission or any request by the Commission or any other federal or state governmental authority for amendments or supplements to such Registration Statement or such Prospectus or for additional information (and provide copies of the relevant documents to the Investor) and (iii) the receipt by the Company of any notification with respect to the suspension of the qualification of the Registrable Securities for offering or sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose;

(r) cooperate with the Investor and the managing underwriter or agent, if any, to facilitate the timely preparation and delivery of certificates (not bearing any restrictive legends) representing securities to be sold under the registration statement and enable such securities to be in such denominations and registered in such names as the managing underwriter, or agent, if any, or such Investor may request; and

(s) otherwise use its reasonable best efforts to take all other steps necessary to effect the registration of such Registrable Securities contemplated hereby.

8. Deemed Underwriter. If any Registration Statement refers to the Investor by name or otherwise as the holder of any securities of the Company and if, in its sole and exclusive judgment, the Investor is or might be deemed to be an underwriter or a controlling Person of the Company, the Investor shall have the right to require (i) the insertion therein of language, in form and substance reasonably satisfactory to the Investor and presented to the Company in writing, to the effect that the holding by the Investor of such securities is not to be construed as a recommendation by the Investor of the investment quality of the Company's securities covered thereby and that such holding does not imply that the Investor shall assist in meeting any future financial requirements of the Company, or (ii) in the event that such reference to the Investor by name or otherwise is not required by the Securities Act or any similar federal statute then in force, the deletion of the reference to the Investor. In no event shall the Investor be named as an underwriter in any Registration Statement without its prior written consent; provided, however, that if the failure to provide such consent requires, in the reasonable opinion of counsel to the Company, the withdrawal of the Investor's Registrable Securities from a Demand Registration, then such Registrable Securities shall be so withdrawn, the Company shall cease all efforts to secure effectiveness of such Registration Statement if the Registrable Securities are the only securities covered by such Registration Statement and such Registration Statement shall nonetheless be deemed a Demand Registration hereunder.

9. Expenses. Except as set forth in Section 5, all expenses (other than Selling Expenses) incurred by the Company in complying with its obligations pursuant to this Agreement and in connection with the registration and disposition of Registrable Securities, including, without limitation, all registration and filing fees, underwriting expenses (other than fees, commissions or discounts), expenses of any audits incident to or required by any such registration, and fees and expenses of complying with securities and "blue sky" Laws, printing expenses, fees and expenses of the Company's counsel and accountants shall be paid by the Company. All Selling Expenses relating to Registrable Securities registered pursuant to this Agreement shall be paid by the Investor. The Company shall pay the reasonable fees and expenses of one counsel for the Investor up to $50,000 in the aggregate for any registration hereunder, subject to the limitations set forth herein.

10. Indemnification.

(a) Indemnification by the Company. In connection with any registration effected under this Agreement, the Company shall indemnify the Investor, each underwriter (if any) of the securities so registered, each of their respective officers, directors, managers, members, partners, stockholders and Affiliates, and each Person who controls any of the foregoing within the meaning of the Securities Act (each, a "Company Indemnified Party") against any and all claims, losses, damages and liabilities (or actions in respect thereof) arising out of or based on any untrue statement (or alleged untrue statement) of any material fact contained in any Prospectus, offering circular or other document incident to any registration, qualification or compliance (or in any related Registration Statement, notification or the like) or any omission (or alleged omission) to state therein any material fact required to be stated therein or necessary to make the statements therein not misleading, or any violation by the Company of any rule or regulation promulgated under the Securities Act applicable to the Company and relating to any action or inaction required of the Company in connection with any such registration, qualification or compliance, and the Company will promptly reimburse each of the Company Indemnified Parties for any reasonable legal and any other expenses reasonably incurred by them in connection with investigating or defending any such claim, loss, damage, liability or action, whether or not otherwise resulting in liability; provided, however, that the Company will not be liable in any such case to the extent that any such claim, loss, damage or liability arises out of or is based on any untrue statement or omission based upon written information furnished to the Company by such Company Indemnified Party or its counsel or representative and specifically for use in such Prospectus, offering circular or other document (or related Registration Statement, notification or the like).

(b) Indemnification by the Investor. In connection with any registration effected under this Agreement, the Investor shall indemnify each underwriter (if any) of the securities so registered, the Company, each of their respective officers, directors, managers, members, partners, stockholders and Affiliates, and each Person who controls any of the foregoing within the meaning of the Securities Act (each, an "Investor Indemnified Party") against any and all claims, losses, damages and liabilities (or actions in respect thereof) arising out of or based on any untrue statement (or alleged untrue statement) of any material fact contained in any Prospectus, offering circular or other document incident to any registration, qualification or compliance (or in any related Registration Statement, notification or the like) or any omission (or alleged omission) to state therein any material fact required to be stated therein or necessary to make the statement therein not misleading, and the Investor will promptly reimburse each Investor Indemnified Party for any reasonable legal and any other expenses reasonably incurred in connection with investigating or defending any such claim, loss, damage, liability or action, whether or not otherwise resulting in liability; provided, however, that this Section 10(b) shall apply only if (and only to the extent that) such statement or omission was made in reliance upon written information furnished to such underwriter or the Company by the Investor or its counsel or representative specifically for use in such Prospectus, offering circular or other document (or related Registration Statement, notification or the like); and provided further that the Investor's liability hereunder with respect to any particular registration shall be limited to an amount equal to the net proceeds (after deducting underwriting fees, commissions or discounts) received by the Investor from the Registrable Securities sold by it in such registration.

(c) Indemnification Proceedings. Promptly after receipt by an indemnified party of notice of the commencement of any action involving a claim referred to in this Section 10, such indemnified party shall, if a claim in respect thereof is made against an indemnifying party, give written notice to the latter of the commencement of such action. The failure of any indemnified party to notify an indemnifying party of any such action shall not (except to the extent such failure shall have prejudiced the indemnifying party) relieve the indemnifying party from any liability in respect of such action that it may have to such indemnified party hereunder. In case any such action is brought against an indemnified party, the indemnifying party shall be entitled to participate in and to assume the defense of the claims in any such action that are subject or potentially subject to indemnification hereunder, jointly with any other indemnifying party similarly notified to the extent that it may wish, with counsel reasonably satisfactory to such indemnified party and, after written notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be responsible for any legal or other expenses subsequently incurred by the indemnified party in connection with the defense thereof; provided that, if (i) any indemnified party shall have reasonably concluded that there may be one or more legal or equitable defenses available to such indemnified party which are additional to or conflict with those available to the indemnifying party, or that such claim or litigation involves or could have an effect upon matters beyond the scope of the indemnity provided hereunder, or (ii) such action seeks an injunction or equitable relief against any indemnified party or involves actual or alleged criminal activity, the indemnifying party shall not have the right to assume the defense of such action on behalf of such indemnified party without such indemnified party's prior written consent (but, without such consent, shall have the right to participate therein with counsel of its choice) and such indemnifying party shall reimburse such indemnified party and any Person controlling such indemnified party for that portion of the fees and expenses of any counsel retained by the indemnified party which is reasonably related to the matters covered by the indemnity provided hereunder. If the indemnifying party is not entitled to, or elects not to, assume the defense of a claim, it shall not be obligated to pay the fees and expenses of more than one counsel for all parties indemnified by such indemnifying party with respect to such claim.

(d) Contribution in Lieu of Indemnification. If the indemnification provided for hereunder is held by a court of competent jurisdiction to be unavailable to an indemnified party with respect to any loss, claim, damage, liability or action referred to herein, then the indemnifying party, in lieu of indemnifying such indemnified party hereunder, shall contribute to the amounts paid or payable by such indemnified party as a result of such loss, claim, damage, liability or action in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and of the indemnified party on the other in connection with the statements or omissions which resulted in such loss, claim, damage, liability or action as well as any other relevant equitable considerations; provided that the maximum amount of liability in respect of such contribution shall be limited, in the case of the Investor, to an amount equal to the net proceeds (after deducting underwriting fees, commissions or discounts) actually received by the Investor from the sale of Registrable Securities effected pursuant to such registration. The relative fault of the indemnifying party and of the indemnified party shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Parties agree that it would not be just and equitable if contribution pursuant hereto were determined by pro rata allocation or by any other method or allocation which does not take account of the equitable considerations referred to herein. No Person guilty or liable of fraudulent misrepresentation shall be entitled to contribution from any Person.

11. Participation in Underwritten Registrations. No Person may participate in any registration hereunder which relates to an Underwritten Offering unless such Person (a) agrees to sell such Person's securities on the basis provided in any underwriting arrangements approved by the Person or Persons entitled hereunder to approve such arrangements and (b) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents required under the terms of such underwriting arrangements; provided that in no event shall the Investor be required to make any representations or warranties to the Company or the underwriters (other than representations and warranties regarding the Investor, the Investor's ownership of its shares of Common Stock to be sold in the offering, the Investor's intended method of distribution and other customary representations and warranties of selling stockholders) or to undertake any indemnification obligations to the Company or the underwriters with respect thereto, except as is customary for selling stockholders in Underwritten Offerings and as otherwise provided in Section 10. In the case of an Underwritten Offering pursuant to Section 3 above, the price, underwriting discount and other financial terms for the Registrable Securities shall be determined by the Investor. In addition, in the case of any Underwritten Offering, each of the Holders may withdraw their request to participate in the registration pursuant to Section 3 or Section 4 after being advised of such price, underwriting discount and other financial terms and shall not be required to enter into any agreements or documentation that would require otherwise.

12. Rule 144. The Company shall make publicly available and available to the Investor such information as shall be necessary to enable the Investor to make sales of Registrable Securities pursuant to Rule 144 of the Securities Act. The Company shall cause any restrictive legends and/or stop-transfer orders to be removed or lifted with respect to any Registrable Securities promptly following receipt by the Company from the Investor of a certificate certifying: (i) that the Investor has held such Registrable Securities for the applicable holding period under Rule 144, (ii) that the Investor has not been an affiliate (as defined in Rule 144) of the Company during the ninety (90) days preceding and has complied with all of the requirements of Rule 144 in connection with any such sale of shares and (iii) as to such other matters relating to Rule 144 as the Company or counsel to the Company may request and may be appropriate in accordance with such Rule.

13. Transfer Restrictions.

(a) During the period beginning on the date hereof and ending on the second (2nd) anniversary hereof, without the approval of a majority of the directors of the Company other than the Investor Directors, the Investor:

(i) shall not, directly or indirectly, (A) sell, hedge, pledge, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase or sell, or otherwise transfer or dispose of (or enter into any transaction that is designed to, or would reasonably be expected to, result in the disposition by any Person at any time in the future of), any shares of Preferred Stock, Investor Common Stock or Conversion Common Stock, or any securities convertible into or exercisable or exchangeable for any shares of Preferred Stock, Investor Common Stock or Conversion Common Stock, beneficially owned (as defined under Rule 13d-3 promulgated under the Exchange Act) by the Investor or (B) enter into any swap or other agreement or any transaction that transfers, in whole or in part, directly or indirectly, the economic benefit of ownership and/or beneficial ownership of any shares of Preferred Stock, Investor Common Stock or Conversion Common Stock, whether or not any such swap or transaction described in clause (A) or (B) above is to be settled by delivery of any Preferred Stock, Investor Common Stock or Conversion Common Stock or such other securities, in cash or otherwise (each, a "Transfer");

(ii) authorizes the Company to place a legend on any shares of Preferred Stock, Investor Common Stock and Conversion Common Stock in substantially the following form:

THE SECURITIES REPRESENTED HEREBY HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. SUCH SHARES MAY NOT BE SOLD, PLEDGED, OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR A VALID EXEMPTION FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS OF SAID ACT.

THE SECURITIES REPRESENTED HEREBY MAY BE TRANSFERRED ONLY IN ACCORDANCE WITH THE TERMS OF AN AGREEMENT BETWEEN THE COMPANY AND THE STOCKHOLDER, A COPY OF WHICH IS ON FILE WITH THE SECRETARY OF THE COMPANY;

(iii) authorizes the Company to cause any transfer agent (as applicable) to decline to transfer and/or to note stop transfer restrictions on the transfer books and records of the Company with respect to any shares of Preferred Stock, Investor Common Stock or Conversion Common Stock and any securities convertible into or exercisable or exchangeable for any shares of Preferred Stock, Investor Common Stock or Conversion Common Stock for which the undersigned is the record holder and, in the case of any such shares or securities for which the undersigned is the beneficial owner, but not the record holder, agrees to cause the record holder to cause the transfer agent to decline to transfer and/or to note stop transfer restrictions on such books and records with respect to such shares or securities.

(b) Notwithstanding anything herein to the contrary, Section 13(a)(i) and Section 13(a)(iii) shall not prohibit or otherwise apply to (i) any Transfer of or with respect to a number of shares of Investor Common Stock or Conversion Common Stock yielding gross proceeds that, together with all such previous or simultaneous Transfers, do not exceed $6,000,000 in the aggregate, (ii) any Transfer to an Affiliate of the Investor set forth on Schedule A (a "Permitted Affiliate"); provided that, as a condition to such Transfer, such Permitted Affiliate shall execute and deliver to the Company a joinder to this Agreement substantially in the form attached hereto as Exhibit B, (iii) any Transfer pursuant to (A) a Qualifying Approved Tender Offer initiated and commenced by any Person or (B) a Qualifying Non-Approved Tender Offer initiated and commenced by any Person other than the Investor or any of its Affiliates or (iv) any Transfer pursuant to any Extraordinary Transaction or similar business combination transaction that has been recommended or approved by a majority of the Board.

14. Board of Directors.

(a) From and after the date hereof and until the provisions of this Section 14(a) cease to be effective pursuant to this Section 14(a) of this Agreement, the Company and the Board and each applicable committee or subcommittee thereof shall take all necessary or desirable actions within their respective control (including, without limitation, and as applicable, calling special Board and stockholder meetings, recommending to the Board and any applicable committee thereof and to the stockholders of the Company the election and re-election of each Investor Director, ensuring sufficient vacancies on the Board for the Investor Directors, and including each Investor Director as a nominee for director in the Company's proxy materials and form of proxy and soliciting proxies from stockholders in favor of the election and re-election of each Investor Director in a manner no less rigorous and favorable than the manner in which the Company supports its other nominees) so that:

(i) until the Director Step-Down Date, two individuals designated by the Investor (each, an "Investor Director") are elected and appointed by the Board and are nominated by the Board for election or re-election, as applicable, by the stockholders of the Company at each annual or special meeting of the stockholders at which Class [__] Directors are subject to election or re-election, as applicable, in each case, as Class [__] Directors, and it is hereby acknowledged that the initial Investor Directors shall be Matthew Perelman and Alex Sloane (the "Initial Investor Directors"). On the Director Step-Down Date, if two Investor Directors are then serving as Class [__] Directors, the Investor shall cause and take all necessary action within its control to cause one Investor Director to submit his or her resignation as a Class [__] Director to the Board in substantially the form set forth as Exhibit A hereto;

(ii) from the Director Step-Down Date until the Director Cessation Date, one Investor Director is elected and appointed by the Board and nominated by the Board for election or re-election, as applicable, by the stockholders of the Company at each annual or special meeting of the stockholders at which Class [__] Directors are subject to election or re-election, as applicable, in each case, as a Class [__] Director. On the Director Cessation Date, the Investor shall cause and take all necessary action within its control to cause all Investor Directors to submit their resignation(s) as Class [__] Directors to the Board in substantially the form set forth as Exhibit A hereto; and

(iii) until the Director Cessation Date, in the event that any Initial Investor Director ceases to serve as a Class [__] Director (other than as a result of his or her resignation pursuant to Section 14(a)(i)), the resulting vacancy on the Board shall promptly be filled by a representative designated by the Investor who shall satisfy the requirements to serve as a director under the rules and regulations of the NASDAQ Stock Market LLC ("NASDAQ") and under the Securities Act and the Exchange Act and under the written policies of the Corporate Governance and Nominating Committee of the Board. For the avoidance of doubt, the Investor shall not be required to comply with the advance notice provisions generally applicable to the nomination of directors by the Company so long as the Investor, in the event any Initial Investor Director ceases to serve as a Class [__] Director, provides reasonable advance notice to the Company of the individual designated by the Investor prior to the mailing of the proxy statement by the Company.

(b) Until the Director Cessation Date, if the Investor fails to designate a representative to fill a directorship pursuant to the terms of this Section 14, such directorship shall remain vacant until the Investor exercises its right to designate a director hereunder until such time as such right to designate a director ceases to be in effect as provided in Section 14(a) of this Agreement.

(c) Until the Director Cessation Date, the Board and the Company shall take all necessary or desirable action within their control to ensure that, unless otherwise consented to by the Investor, the number of Investor Directors serving on each committee of the Board at any time is, to the extent possible, proportional to the number of Investor Directors serving on the Board at such time and, in any event, that at least one Investor Director serves on each of the Compensation Committee of the Board, the Finance Committee of the Board and the Nominating and Corporate Governance Committee of the Board at all times, provided that an Investor Director satisfies the requirements to serve on such committee under the rules and regulations of NASDAQ and under the Securities Act and the Exchange Act. Notwithstanding the foregoing, in the event an Investor Director ceases to meet the requirements to serve on the Compensation Committee of the Board, the Finance Committee of the Board or the Nominating and Corporate Governance Committee of the Board, as applicable, pursuant to the rules and regulations of NASDAQ or under the Securities Act and the Exchange Act, the Board may remove such Investor Director from such committee(s); provided that, in the event such Investor Director is so removed, the Board shall appoint another Investor Director to such committee(s) in accordance with this Section 14(c).

(d) Each Investor Director, in his or her capacity as a director, shall be afforded the same rights and privileges as other members of the Board, including, without limitation, with respect to indemnification, insurance, notice, information and the reimbursement of expenses, but excluding equity grants or any other grants made by the Company to non-employee members of the Board from time to time pursuant the Company's 2016 Equity Incentive Plan or any other equity incentive plan of the Company then in effect. For the avoidance of doubt, nothing in this Section 14(d) is intended to limit such Investor Director's rights or privileges.

(e) Until the Director Cessation Date, at each annual or special meeting of the stockholders at which any Person is subject to election or re-election as a member of the Board, Investor will cause to be present for quorum purposes all shares of Investor Common Stock and Conversion Common Stock that Investor and its Permitted Affiliates have the right to vote as of the record date for such meeting of the stockholders, and vote or cause to be voted all such shares of Investor Common Stock and Conversion Common Stock on the Company's proxy card (or in person if any such holder of such shares is present in person at the meeting) in favor of the election of all of the director nominees recommended for election by the Board, and against the removal of any such director (unless proposed by the Company).

15. Miscellaneous.

(a) Preservation of Rights. The Company is currently a party to the Registration Rights Agreement, as amended (the "BKC Registration Rights Agreement"), dated as of May 30, 2012, by and between the Company and Burger King Corporation (together with its permitted assigns, the "BKC Investors") and the Registration Rights Agreement, as amended (the "Management Registration Rights Agreement"), dated as of March 27, 1997, by and among the Company, Atlantic Restaurants, Inc., Madison Dearborn Capital Partners, L.P., Madison Dearborn Capital Partners II, L.P., BIB Holdings (Bermuda) Ltd, Alan Vituli, Daniel T. Accordino and Joseph A. Zirkman (Messrs. Vituli, Accordino and Zirkman are collectively referred to as the "Management Investors"). Under the BKC Registration Rights Agreement, the Company is permitted to grant registration rights to other Persons so long as such registration rights to third parties are not more favorable than or inconsistent with and do not subordinate or violate the rights expressly granted to the BKC Investors under the BKC Registration Rights Agreement. Under the Management Registration Rights Agreement, the Company is permitted to grant rights to other Persons to participate in Piggyback Registrations so long as such rights are subordinate to the rights of the Management Investors with respect to such Piggyback Registrations. The Company shall not (i) grant any registration rights to third parties which are more favorable than or inconsistent with the rights granted hereunder or the registration rights agreements referred to in this Section 15(a), or (ii) enter into any agreement, take any action, or permit any change to occur, with respect to its securities that violates or subordinates the rights expressly granted to the Investor in this Agreement or to the BKC Investors or the Management Investors in the registration rights agreements referred to in this Section 15(a).

(b) Termination. Sections 2, 3, 4, 5, 6, 7, 8, 11 and 12 of this Agreement shall terminate and be of no further force or effect when there shall no longer be any Registrable Securities outstanding; provided that the provisions of Section 9 and Section 10 shall survive any such termination.

(c) Notices. All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be deemed given and effective (i) three (3) Business Days after being sent by registered or certified mail, return receipt requested, postage prepaid, (ii) one (1) Business Day after being sent for next Business Day delivery, fees prepaid, via a reputable nationwide overnight courier service, (iii) immediately upon delivery by hand on a Business Day during regular business hours, (iv) upon transmission, if sent via email prior to 5:00 p.m. New York time on a Business Day (with a copy sent on the same Business Day for next Business Day delivery, fees prepaid, via a reputable nationwide overnight courier service) or (v) the Business Day following transmission, if sent via email at or after 5:00 p.m. New York time on a Business Day (with a copy sent on the same Business Day for next Business Day delivery, fees prepaid, via a reputable nationwide overnight courier service), in each case, to the parties at the following addresses (or at such other address for a Party as shall be specified by like notice):

(i) if to the Company, to:

Carrols Restaurant Group, Inc.
968 James St.
Syracuse, NY 13203
Attention: William E. Myers; VP & General Counsel
Email: wmyers@carrols.com

with a copy (which shall not constitute notice) to:

Akerman LLP
666 5th Avenue, 20th Floor
New York, NY 10103
Attention: Wayne Wald; Palash Pandya
Email: wayne.wald@akerman.com; palash.pandya@akerman.com

(ii) if to the Investor, to

Cambridge Franchise Holdings, LLC
853 Broadway, Suite 2014
New York, NY 10003
Attention: Matthew Perelman; Alex Sloane
Email: perelman@garnettstation.com; sloane@garnettstation.com

with a copy (which shall not constitute notice) to:

Kirkland & Ellis LLP
601 Lexington Avenue
New York, NY 10022
Attention: Eric L. Schiele, P.C.; Willard S. Boothby
Email: eric.schiele@kirkland.com; willard.boothby@kirkland.com

and

Kirkland & Ellis LLP
300 North LaSalle Street
Chicago, IL 60654
Attention: Jeremy S. Liss, P.C.; Matthew S. Arenson
Email: jliss@kirkland.com; marenson@kirkland.com

(d) Entire Agreement. This Agreement, together with the Merger Agreement and any related exhibits and schedules thereto, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. Notwithstanding the foregoing, in the event of any conflict between the terms and provisions of this Agreement and those of the Merger Agreement, the terms and conditions of this Agreement shall control.

(e) Successor and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. The Investor may not assign this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of the Company, other than to Permitted Affiliates of the Investor. The Company may not assign this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of the Investor.

(f) No Third-Party Beneficiaries. Except for Section 10, the provisions of which are solely for the benefit of the Persons expressly identified therein, this Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

(g) Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

(h) Amendment, Modification and Waiver. The provisions of this Agreement may only be amended, modified, supplemented or waived with the prior written consent of the Company and the Investor. No waiver by any party or parties shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

(i) Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(j) Remedies. The Investor, in addition to being entitled to exercise all rights granted by law, including recovery of damages, shall be entitled to specific performance of its rights under this Agreement. The Company acknowledges that monetary damages would not be adequate compensation for any loss incurred by reason of a breach by it of the provisions of this Agreement and the Company hereby agrees to waive the defense in any action for specific performance that a remedy at law would be adequate. The failure to effect any of the provisions of this Agreement that expressly contemplate action or forbearance by the Board shall be deemed a breach of this Agreement by Carrols.

(k) Governing Law; Submission to Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the Laws of the State of Delaware, regardless of the Laws that might otherwise govern under applicable principles of conflicts of Laws thereof. Each of the Parties hereto (a) consents to submit itself to the personal jurisdiction of the Court of Chancery of the State of Delaware or any federal court within the District of Delaware in the event any dispute arises out of this Agreement or the transactions contemplated by this Agreement, (b) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, (c) agrees that it will not bring any action relating to this Agreement or the transactions contemplated by this Agreement in any court other than the Court of Chancery of the State of Delaware or any federal court within the District of Delaware, (d) waives, to the fullest extent permitted by Law, the defense of an inconvenient forum to the maintenance of such action in the Court of Chancery of the State of Delaware or such Federal court. Each Party agrees that (i) this Agreement involves at least $100,000.00 and (ii) this Agreement has been entered into by the Parties in express reliance upon 6 Del. C. § 2708. Each Party agrees that a final judgment in any such action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. Any judgment from any such court described above may, however, be enforced by any Party in any other court in any other jurisdiction.

(l) Waiver of Jury Trial. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR OTHER PROCEEDING ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH PARTY WOULD NOT, IN THE EVENT OF ANY ACTION, SUIT OR PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT, BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS IN THIS SECTION 15(l).

(m) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

(n) Further Assurances. The Investor agrees to execute and deliver such other agreements and take all such other acts as may be reasonably requested by the Company or the managing underwriter in any Underwritten Offering that are consistent with the terms of this Agreement or which are reasonably necessary to effect any of the registrations described herein.

[*Signature Page Follows*.]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first written above.

CARROLS RESTAURANT GROUP, INC.

By: _____
Name:
Title:

CAMBRIDGE FRANCHISE HOLDINGS, LLC

By: _____
Name:
Title:

[Registration Rights and Stockholders' Agreement Signature Page]

Exhibit 10.1

FORM OF AREA DEVELOPMENT AND REMODELING AGREEMENT

THIS AGREEMENT is made as of _____, 2019 ("**Commencement Date**") by and among:

(1) **BURGER KING CORPORATION**, a corporation organized under the laws of Florida having its principal place of business at 5707 Blue Lagoon Drive, Miami, FL 33126 **("BKC")**.

(2) **CARROLS LLC**, a limited liability company organized under the laws of Delaware, having its principal place of business at 968 James Street, Syracuse, New York 13203 ("**Area Developer**").

(3) **CARROLS RESTAURANT GROUP, INC.,** a corporation organized under the laws of Delaware, having its principal place of business at 968 James Street, Syracuse, New York 13203 **("Principal 1"),** and **CARROLS CORPORATION**, a corporation organized under the laws of Delaware, having its principal place of business at 968 James Street, Syracuse, New York 13203 ("**Principal 2*"),*** (each, a **"Principal**," and Principal 1 and Principal 2 collectively, the **"Principals").**

For the purposes of this Agreement, the above parties shall be individually referred to as a "**Party**" and collectively referred to as the "**Parties**".

PREAMBLE

A. BKC has the exclusive right to use the unique Burger King System and the Burger King Marks for the development and operation of quick service restaurants known as BURGER KING® Restaurants in the United States.

B. BKC is engaged in the business of developing, operating and granting franchises to operate Burger King Restaurants throughout the Territory using the Burger King System and the Burger King Marks and such other marks as BKC may authorize from time to time for use in connection with Burger King Restaurants.

C. BKC has established a reputation and image with the public as to the quality of products and services available at Burger King Restaurants, which reputation and image have been and continue to be unique benefits to BKC and its franchisees.

D. Prior to or on the date hereof, BKC has granted Area Developer the right to operate Burger King Restaurants as identified on Exhibit A which such list includes the Restaurants purchased from Cambridge Franchise Holdings LLC ("**Existing Developer Restaurants**") pursuant to franchise agreements between Area Developer and BKC ("**Existing Developer Franchise Agreements**").

E. Area Developer desires to obtain the non-exclusive right to develop, open and operate additional Burger King Restaurants in the Territory, and also desires to obtain the exclusive right to receive an assignment of BKC's ROFR with respect to the sale of Restaurants in the ROFR Territory operated by Franchisees.

F. Area Developer and Principals recognize, acknowledge, declare and confirm that the benefits to be derived from being identified with and licensed by BKC and being able to utilize the Burger King System including the Burger King Marks which BKC makes available to its franchisees are substantial.

G. In connection with granting the Development Rights and the right to receive an assignment of BKC's ROFR, Area Developer has agreed to undertake the Remodeling Obligations with respect to Existing Developer Restaurants as set forth herein.

H. Area Developer and Principals acknowledge that they are entering into this Agreement after having made an independent investigation of BKC's operations and not upon any representation as to the profits and/or sales volumes which they might be expected to realize, or upon any representations or promises made by BKC or any person on its behalf which are not contained in this Agreement.

In consideration of the mutual undertakings and covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I: INTERPRETATION

1.1 Definitions. In this Agreement, the following words or expressions have the meanings set out below:

1.1.1 "Acquired Restaurants" means any Franchised Restaurants in the Territory purchased or otherwise acquired from Franchisees by Area Developer or any of its Affiliates after the Commencement Date.

1.1.2 "Advertising Contribution" means the monthly amounts payable to BKC by Area Developer pursuant to Sections 1.1.7, 7.4, 9.5, or 9.7.

1.1.3 "Affiliate" means any Person that directly or indirectly Controls, is Controlled by, or is under common Control with another Person.

1.1.4 "Approved Plans and Specifications" means the plans and specifications for the construction and fit-out of a new or remodeled Restaurant in the U.S. (including requirements as to signage and equipment) which may be approved from time to time by BKC in its sole discretion.

1.1.5 "Approved Restaurant Types" means co-branded Restaurants with a drive-thru, convenience store Restaurants with a drive-thru and Restaurants located in a retail store such as Wal-Mart, each meeting the minimum criteria for these Restaurant types as determined by BKC, in its sole discretion, for the U.S. from time to time.

1.1.6 "Authority" means any federal, state, municipal, local or other governmental department, regulatory body, commission, board, bureau, agency or instrumentality, or any administrative, judicial or arbitral court or panel, with jurisdiction over the applicable matter.

1.1.7 "Base Fees" means the greater in each category of (a) the then-current amount charged by BKC in the U.S. for monthly royalty, monthly advertising contribution, and franchise fees, and (b) (i) Royalty percentage in an amount equal to 4.5% of monthly Gross Sales; (ii) Advertising Contribution percentage in the amount of 4.0% of monthly Gross Sales; and (iii) Franchise Fees in an amount equal to $50,000 for Free Standing, In-line, and Food Court Restaurant formats for a 20-year term, and a "Base Fee" means any of them.

1.1.8 “BKC Indemnified Parties” means BKC, its Affiliates and their respective directors, officers, employees, shareholders and agents.

1.1.9 “BKC Procedures for Resolving Development Disputes” means the procedures provided to Area Developer via the BKC Intranet site (currently known as the BK® Gateway), as modified by BKC from time to time.

1.1.10 “Burger King Marks” means the trademarks, service marks, trade names, trade dress, logos, slogans, designs and other commercial symbols and source-identifying indicia (and the goodwill associated therewith) used in the operation of the Restaurants and the Burger King System, whether registered, applied for or unregistered.

1.1.11 “Burger King Restaurants” and “Restaurants” means quick service or fast food restaurants operating under the Burger King System and utilizing the Burger King Marks in a format approved by BKC in its sole discretion, including (i) Free Standing Restaurants, (ii) In-Line Restaurants, and (iii) Food Court Restaurants. A “Burger King Restaurant” or “Restaurant” means any of them.

1.1.12 “Burger King System” means the unique restaurant format and operating system developed by BKC and/or its Affiliates for the development and operation of quick service or fast food restaurants, including proprietary designs and color schemes for restaurant buildings, equipment, layout and décor, proprietary menu and food preparation and service formats, uniform product and quality specifications, training programs, restaurant operations manuals, bookkeeping and report formats, marketing and advertising formats, promotional marketing items and procedures for inventory and management control, and also includes the Current Image, the Burger King Marks and all Confidential Information, other proprietary information, copyrights and other intellectual property rights relating to the system, and modifications BKC or any of its Affiliates may make to the system from time to time in their sole discretion.

1.1.13 “Captive Locations” means locations situated at or within airports, military installations (including their adjacent housing and support areas), hotels, railway stations and their direct surroundings, bus stations, rest stops/service plazas, motorways and highways, gas stations, convenience stores, universities and schools, amusement parks, cruise ships, hospitals and residences, sport centers and clubs, and similar locations, as determined by BKC in its sole discretion.

1.1.14 “Claim” means any lawsuit, litigation, dispute, claim, arbitration, mediation, actions, hearings, proceedings, investigations, charges, complaints, demands, injunctions, judgments, orders, decrees, rulings or any other proceeding before a judicial, administrative or arbitration court or panel, whether known or unknown, liquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal or equitable.

1.1.15 “Commencement Date” means the date on which this Agreement is made as set forth on the first page of this Agreement.

1.1.16 “Complete the Remodel” means the completion of the remodel or upgrade, as applicable, in compliance with the applicable Remodel Requirements and opening to the public of a Remodel Restaurant and with respect to such Remodel Restaurant, the phrases “Completion of the Remodel”, “Completes the Remodel”, “Completing the Remodel” and any variations thereof, shall be read accordingly.

1.1.17 “Confidential Information” has the meaning set forth in Section 12.1.

1.1.18 “Construction Approval” has the meaning set forth in Section 6.3.2.

1.1.19 “Control” or “Controlled” means the direct or indirect ownership, whether by ownership of securities, contract, proxy or otherwise, of shareholding or contractual rights of a Person that assures (i) the majority of the votes in the resolutions of such Person, (ii) the power to appoint the majority of the managers or directors of such Person, or (iii) the power to direct or cause the direction of the management or policies of such Person, and the related terms “Controlled by” “Controlling” or “under common Control with” shall be read accordingly.

1.1.20 “Cumulative Opening Target” has the meaning set out in the Development Schedule.

1.1.21 “Cumulative Remodel Target” means the corresponding number of full remodel/successor remodels which includes BKL remodels as set forth in the Remodel Schedule.

1.1.22 “Cumulative Upgrade Target” means the corresponding number of mid-term remodels as set forth in the Remodel Schedule.

1.1.23 “Current Image” means the internal and external physical appearance of new or remodeled Burger King Restaurants including, without limitation, as it relates to signage, fascia, color schemes, menu boards, lighting, furniture, finishes, décor, materials, equipment and other matters generally applicable to BKC’s operations in the U.S. as may be changed from time to time by BKC, in its sole discretion. As of the Commencement Date, the “Current Image” for Restaurants in the U.S. is described in further detail on BKC’s image website (www.designwithbk.com). For purposes of this Agreement, the Burger King of Tomorrow image is considered to be the “Current Image”. For purposes of clarification, any changes made by BKC to the then Current Image shall only apply to Construction Approvals and Remodels that have not yet been submitted to BKC for review and approval.

1.1.24 “Developer Franchise Agreements” means the franchise agreements by and between BKC as franchisor and Area Developer as franchisee pursuant to which, among other things, BKC has granted a license to use the Burger King Marks at the Developer Restaurants, and a “Developer Franchise Agreement” means any of them. Developer Franchise Agreements include Existing Developer Franchise Agreements, New Developer Restaurant Franchise Agreements and Successor Franchise Agreements.

1.1.25 “Developer Restaurants” means the Burger King Restaurants owned, established and operated by Area Developer and a “Developer Restaurant” means any of them. Developer Restaurants include Existing Developer Restaurants, New Developer Restaurants, and Acquired Restaurants, and a “Developer Restaurant” means any of them.

1.1.26 “Development Cure Period” means the period of 90 days following the end of a Development Year.

1.1.27 “Development Year 1 Cure Period” means the period of 180 days following the end of Development Year 1.

1.1.28 “Development Default” has the meaning set forth in Section 5.3.

1.1.29 “Development Rights” has the meaning set forth in Section 3.1.

1.1.30 “Development Schedule” means the schedule attached to this Agreement as Schedule 1, as amended from time to time in accordance with this Agreement.

1.1.31 “Development Year” means the period which commences on January 1, 2019 and ends on September 30, 2019 (“**Development Year 1**”), and each consecutive twelve-month period during the Term following the Development Year 1 as set forth in the Development Schedule.

1.1.32 “DMA” means any of the specific geographic regions (referred to as Designated Market Areas), as such regions are defined by BKC from time to time, in its sole discretion. “DMAs” means all of them.

1.1.33 “Event of Default” has the meaning set forth in Section 11.1.

1.1.34 “Existing Developer Franchise Agreements” has the meaning set out in the preamble above, and an “Existing Developer Franchise Agreements” means any of them.

1.1.35 “Existing Developer Restaurants” has the meaning set out in the preamble above, and an “Existing Developer Restaurant” means any of them.

1.1.36 “Food Court Restaurant” means a Restaurant in a retail space within an area of a building which consists primarily of quick service restaurants, meeting the minimum criteria for food court restaurants as determined by BKC, in its sole discretion, for the U.S. from time to time.

1.1.37 “Franchise Agreements” means the franchise agreements by and between BKC as franchisor and Franchisees, as franchisee, pursuant to which, among other things, BKC has granted a license to use the Burger King Marks at the Franchised Restaurants in the Territory, and a “Franchise Agreement” means any of them.

1.1.38 “Franchise Approval” has the meaning set forth in Section 6.1.

1.1.39 “Franchise Disclosure Document” means the then-current Franchise Disclosure Document for the U.S. filed by BKC with the U.S. Federal Trade Commission.

1.1.40 “Franchised Restaurants” means the Burger King Restaurants operated by Franchisees pursuant to Franchise Agreements, and a “Franchised Restaurant” means any of them.

1.1.41 “Franchisees” means Persons (other than Area Developer) that operate one or more Burger King Restaurants in the Territory and are not Affiliates of either Area Developer or BKC.

1.1.42 “Franchise Fee” means the franchise fee amount payable to BKC by Area Developer for the opening of a New Developer Restaurant pursuant to Sections 1.1.7 or 9.5.

1.1.43 “Franchise Pre-Approval” has the meaning set forth in Section 6.7.

1.1.44 “Free Standing Restaurant” means a Restaurant in a freestanding building, meeting the minimum criteria for free standing restaurants as determined by BKC, in its sole discretion, for the U.S. from time to time.

1.1.45 “F-to-F Transfer” has the meaning set forth in Section 8.1.

1.1.46 “Gross Sales” has the meaning set forth in the Franchise Agreements by and between BKC as franchisor and Area Developer and its Affiliates as franchisee.

1.1.47 “In-Line Restaurant” means a Restaurant in a retail space within a building, meeting the minimum criteria for in-line restaurants as determined by BKC, in its sole discretion, for the U.S. from time to time.

1.1.48 “Law” or “law” means, collectively, any laws, rules, statutes, decrees, regulations, circulars, ordinances or orders, including all applicable public, environmental, and antitrust laws, and regulations; and any administrative decisions, judgments and other pronouncements enacted, issued, promulgated, enforced or entered by any Authority.

1.1.49 “Losses” means any losses, amounts paid in settlement, penalties, fines, damages (including special and consequential damages), lost profits, liabilities, costs and expenses (including reasonable attorneys’ fees and expenses incurred in investigating, preparing or defending any Claims).

1.1.50 “National/Divisional Survey” has the meaning set forth in Section 14.1.1.

1.1.51 “New Construction and Remodel Procedures” has the meaning set forth in Exhibit D.

1.1.52 “New Developer Restaurants” means the Burger King Restaurants opened and operated by Area Developer in the Territory on or after January 1, 2019 pursuant to this Agreement, and a “New Developer Restaurant” means any of them.

1.1.53 “New Developer Restaurant Franchise Agreement” means the franchise agreement by and between BKC as franchisor and Area Developer, as franchisee, entered into on or after January 1, 2019 pursuant to this Agreement pursuant to which, among other things, BKC grants Area Developer a license to use the Burger King Marks in connection with the operation of a New Developer Restaurant. The New Developer Restaurant Franchise Agreement shall be in the form that has been previously negotiated between BKC and Area Developer.

1.1.54 “Obligations” “has the meaning set forth in Section 16.1.

1.1.55 “Operational Breach” has the meaning set forth in Section 20.11.

1.1.56 “Person” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Authority, or other entity.

1.1.57 “P&L and Capex Information” means the following information, by hard copy or electronic format prescribed by or otherwise acceptable to BKC: (a) monthly, quarterly and fiscal year-to-date profit and loss statements prepared as management accounts in accordance with generally accepted accounting principles in the U.S. for each Developer Restaurant; and (b) for development purposes and on an annual basis, (i) for Remodeled Restaurants, the total capital expenditure for all Remodeled Restaurants and the total number of Remodeled Restaurants represented thereby; and (ii) for New Developer Restaurants, the total capital expenditure by store showing ground lease and land costs as one number for each store and the total of all other costs as a second number for each store (for example, in each year the New Developer Restaurant reporting under this section (ii) will list two numbers for each store, the first being the total cost for land or the ground lease cost and the second being the sum of all other capital expenditure costs and expenses).

1.1.58 “Polling Information” means information or data about Developer Restaurants that is transmitted to or from a POS System or other system operated by Area Developer, or their respective agents, into a computer or system operated by BKC or its agents in the manner and format prescribed by BKC from time to time. For the avoidance of doubt, Polling Information includes daily sales, daily transaction level data, sales per visit and products and combinations of products sold, otherwise known as product mix data or “PMIX” and inventory data.

1.1.59 “Pre-Approved Floor and Decor Plan” has the meaning set forth in Exhibit D.

1.1.60 “Prepaid Franchise Fees” has the meaning set forth in Section 7.5.

1.1.61 “Principals” means the parties designated in the preamble above as Principals, and their respective successors and permitted assigns, and a “Principal” means any of them.

1.1.62 “Prospective Purchaser” has the meaning set forth in Section 8.1.

1.1.63 “Purchase Agreement” has the meaning set forth in Section 8.1.

1.1.64 “Remodel Agreement” means any agreement entered into between BKC and Area Developer requiring Area Developer to remodel an Existing Developer Restaurant and setting forth a specific deadline for completion of the remodel. For the avoidance of doubt, an Existing Developer Franchise Agreement shall not be considered a “Remodel Agreement.”

1.1.65 “Remodel Cure Period” means the period of 90 days following the occurrence of a Remodel Default Event.

1.1.66 “Remodel Year 1 Cure Period” means the period of 180 days following the occurrence of a Remodel Default Event in Development Year 1.

1.1.67 “Remodel Deadline” means the deadline for Completing the Remodel as set forth in the Remodel Schedule with respect to Remodel Restaurants.

1.1.68 “Remodel Default” has the meaning set forth in Section 9.7.

1.1.69 “Remodel Obligations” means the obligations of Area Developer pursuant to Article IX of this Agreement.

1.1.70 “Remodel Requirements” has the meaning set forth in Section 9.2.

1.1.71 “Remodel Restaurants” means the Existing Developer Restaurants that Area Developer must remodel or upgrade pursuant to Article IX, and a “Remodel Restaurant” means any of them.

1.1.72 “Remodel Schedule” means the schedule attached to this Agreement as Schedule 3.

1.1.73 “Replacement Restaurant” has the meaning set out in the Development Schedule.

1.1.74 “Royalty” means the monthly amounts payable to BKC by Area Developer pursuant to Sections 1.1.7, 7.4, 9.5, or 9.7.

1.1.75 “ROFR” has the meaning set forth in Section 8.1.

1.1.76 “ROFR Assignment Fee” has the meaning set forth in Section 8.3.

1.1.77 “ROFR Procedures” has the meaning set forth in Section 8.2.

1.1.78 “ROFR Territory” means the geographic regions consisting of all of the counties set forth in Exhibit B.

1.1.79 “Scope of Work” has the meaning set forth in Exhibit D.

1.1.80 “Site Approval” has the meaning set forth in Section 6.2.1.

1.1.81 “Standard Building Type” has the meaning set forth in Exhibit D.

1.1.82 “Successor Franchise Agreement” means the franchise agreement by and between BKC as franchisor, and Area Developer, as franchisee, pursuant to which, among other things, BKC grants Area Developer a renewal of the license to use the Burger King Marks in connection with the operation of an Existing Developer Restaurant or Acquired Restaurant. The Successor Franchise Agreement shall be in the form that has been previously negotiated between BKC and Area Developer.

1.1.83 “Term” has the meaning set forth in Article IV.

1.1.84 “Territory” means the geographic regions consisting of all of the counties set forth in Exhibit B.

1.1.85 “Transferred” has the meaning set forth in Section 13.1 and the term “Transfer” shall be read accordingly.

1.2 Construction

1.2.1 Capitalized terms used herein, which are not defined in this Agreement but are defined in the most current Developer Franchise Agreement shall have the same meaning as in the Developer Franchise Agreement unless the context otherwise requires.

1.2.2 In this Agreement, unless otherwise specified (i) singular words include the plural and plural words include the singular; (ii) words importing any gender include the other gender; (iii) references to any Law include all applicable rules, regulations and orders adopted or made thereunder and all statutes or other laws amending, consolidating or replacing the statute or law referred to; (iv) references to any agreement or other document, including this Agreement, include all subsequent amendments, modifications or supplements to such agreement or document made in accordance with the terms hereof and thereof; (v) references to articles, sections, Exhibits and Schedules are to the articles, sections, Exhibits and Schedules of this Agreement, unless the context otherwise requires; (vi) the term "including" as used herein means "including but not limited to"; and (vii) all Exhibits and Schedules to this Agreement are incorporated herein by this reference thereto as if fully set forth herein, and all references herein to this Agreement shall be deemed to include all such incorporated Exhibits and Schedules.

1.2.3 References to a Party shall include such Party's permitted successors and assigns.

1.2.4 Reference to any specific standard, policy, procedure, form, agreement or process of BKC includes a reference to any policy, procedure, form, agreement or process described by any other name which has been issued by BKC in substitution thereof or with substantially similar effect.

1.2.5 The numberings and headings of articles, sections, Exhibits and Schedules are inserted only for convenience and reference and are in no way to be construed as part of this Agreement or as a limitation on the scope of any of the terms or provisions of this Agreement.

1.2.6 In all cases where Area Developer is required to obtain BKC's prior consent, authorization or approval, such consent, authorization or approval shall be granted or withheld in BKC's sole and absolute discretion, unless otherwise indicated, and any such consent, authorization or approval must be in a writing signed by a duly authorized officer of BKC.

1.2.7 Whenever the words "day" or "days" are used in this Agreement, it shall be considered to mean "calendar days" and not "business days" unless an express statement to the contrary is made. In the event that any day on which any payment is due from Area Developer falls on a Saturday, Sunday, or holiday recognized by the U. S. Postal Service, then Area Developer shall make such payment on the prior day.

1.2.8 An obligation of two or more Parties binds them jointly and severally.

1.2.9 An obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation.

1.2.10 A writing includes any mode of representing or reproducing words in tangible and permanently visible forms, and includes a facsimile transmission.

1.2.11 References in this Agreement to holding or ownership of a stated percentage of the capital of a company shall be references to such percentage or holding of the entire issued share capital of that company; and if a company shall at any time have more than one class of capital, shall be references to holdings of all classes of shares in that company. For the purposes of this Agreement "holdings" or "ownership" means all legal and beneficial ownership.

ARTICLE II: AREA DEVELOPER AND THE PRINCIPALS

2.1 Area Developer and the Principals represent and warrant jointly, severally and unconditionally to BKC that, the equity holdings of the Principals in Area Developer are owned as set out in Part 1 of Schedule 2.

2.2 The membership interests in Area Developer are all of the same class with the same voting rights. Area Developer covenants that Principal 2 directly and Principal 1 indirectly through its ownership interest in Principal 1 hold the voting rights to appoint directors and officers of Area Developer.

2.3 Neither the Principals nor Area Developer may include any of the following words/expressions in its name without the prior written consent of BKC: the words Burger King, the initials BKC, Whopper, or anything similar to or resembling the same in appearance, sound, or in any other way. Anything to the contrary notwithstanding, the Principals and Area Developer may use the designation "BK" in it their names.

2.4 Area Developer is an independent contractor and is not an agent, partner, joint venturer, joint employer or employee of BKC, and no fiduciary relationship between the parties exists. Area Developer shall be the sole and exclusive employer of its employees and is solely responsible for all aspects of the employment relationship with its employees, with the sole right to hire, discipline, promote, demote, transfer, discharge and establish wages, hours, benefits, employment policies, and other terms and conditions of employment for its employees without consultation with or approval by BKC. Area Developer shall have no right to bind or obligate BKC in any way nor shall Area Developer represent that it has any right to do so. BKC shall have no control over the terms and conditions of employment of Area Developer's employees. Area Developer shall exhibit at the Developer Restaurants a notification that the Developer Restaurants are operated by an independent operator and not BKC.

ARTICLE III: GRANT OF RIGHTS

3.1 Non-Exclusive Development Rights. Subject to the full satisfaction of the terms and conditions of this Agreement, BKC hereby grants to Area Developer, and Area Developer hereby accepts, the non-exclusive right to develop, open and operate New Developer Restaurants in the Territory during the Term (the "**Development Rights"**); provided that Area Developer will retain the non-exclusive right to develop Restaurants in those DMAs that Area Developer (including the entities Area Developer acquires from Cambridge Financial Holdings LLC) has the right to develop in as of January 1, 2019, even if outside the Territory, and any other DMAs that Area Developer enters after January 1, 2019 pursuant to BKC procedures.

3.2 This Agreement is not a franchise for the operation of Burger King Restaurants, and does not grant Area Developer the right to use the Burger King Marks or the Burger King System. The terms and conditions applicable to Area Developer for the operation of each New Developer Restaurant shall be set forth in the New Developer Restaurant Franchise Agreement for such New Developer Restaurant. Prior to the opening of each New Developer Restaurant, Area Developer must enter into a New Developer Restaurant Franchise Agreement for such New Developer Restaurant.

3.3 Area Developer acknowledges that the rights granted pursuant to this Agreement are non-exclusive. Accordingly, BKC may, itself or through another party as franchisee, develop Burger King Restaurants within and/or outside the Territory at any time or from time to time subject, however, to BKC's then existing development procedures including, but not limited to the Procedures for Resolving Development Disputes.

3.4 For the avoidance of doubt,

3.4.1 the right to develop, open and operate New Developer Restaurants at Captive Locations are specifically excluded from the Development Rights set forth in Section 3.1 provided however, that nothing herein shall prohibit Area Developer from requesting approval from BKC to develop, open and operate a new Developer Restaurant at a Captive Location; and

3.4.2 BKC (on behalf of itself, its Affiliates and its designees) reserves all rights not expressly granted to Area Developer under this Agreement, and Area Developer and Principals hereby accept and acknowledge such reserved rights of BKC.

3.5 Area Developer must obtain BKC's prior written approvals to develop a New Developer Restaurant in accordance with the development procedures set forth in Article VI.

3.6 In the event of conflict or confusion as to the exact boundaries of the Territory or the ROFR Territory, the boundaries shall be consistent with the county lines as set forth by the state and local governments, as applicable.

ARTICLE IV: TERM

4.1 This Agreement shall commence on the Commencement Date and expire at the end of Development Year 6, i.e., September 30, 2024 ("**Term**"). The Parties shall have no obligation to extend or renew this Agreement and no such extension or renewal shall be implied or inferred by reason of the conduct of the Parties or for any other reason.

ARTICLE V: DEVELOPMENT OBLIGATIONS

5.1 Area Developer shall develop and open for business and keep open pursuant to the terms of the New Developer Restaurant Franchise Agreements the minimum number of new Burger King Restaurants in the Territory as set forth in the Development Schedule. The following Developer Restaurants shall not count towards fulfillment of Area Developer's obligations under the Development Schedule: (a) the Existing Developer Restaurants, (b) any Acquired Restaurants, and (c) any New Developer Restaurants opened by Area Developer without first obtaining the approvals from BKC required under Article VI of this Agreement. All of the Cumulative Opening Targets set forth in the Development Schedule are expressed net of closures, without distinction as to the reason for such closure (i.e., expiration, early termination or otherwise provided that closures occurring as a result of condemnation, eminent domain, or any other taking by or through an Authority shall not be deemed a closure or counted as a closure in connection with this Agreement).

5.2 Only Free-Standing Restaurants, In-Line Restaurants, Food Court Restaurants, and Approved Restaurant Types shall count towards fulfillment of Area Developer's obligations under the Development Schedule.

5.3 In addition to any other legal rights and remedies available to BKC in this Agreement, if (a) Area Developer fails to achieve the Cumulative Opening Target set forth in the Development Schedule for Development Year 1 by the end of Development Year 1, and subsequently fails to cure such breach of the Development Schedule by the end of the Development Year 1 Cure Period, or (b) Area Developer fails to achieve any Cumulative Opening Target set forth in the Development Schedule for any Development Year other than Development Year 1 by the end of such Development Year and subsequently fails to cure such breach of the Development Schedule by the end of the Development Cure Period (in the case of either (a) or (b) each such event, a "**Development Default**"), then BKC may, in its sole discretion, upon written notice to Area Developer suspend the Franchise Pre-Approval and the right to receive an assignment of the ROFR for the calendar year immediately following the Development Year with respect to which the Development Default occurred until such time as Area Developer cures the Development Default. In addition, in the event of a Development Default, (a) all Royalty rate and Advertising Contribution rate incentives granted to Area Developer in Section 7.4 for the New Developer Restaurants opened prior to the date of the Development Default shall be suspended until the Area Developer has cured the Development Default and (b) in accordance with Section 7.5, Area Developer shall forfeit all unapplied Prepaid Franchise Fees paid prior to the date of the Development Default and will be required to pay additional Franchise Fees upon the opening of any New Developer Restaurant opened after the expiration of the applicable Development Cure Period until such Development Default is cured. For the avoidance of doubt, any New Developer Restaurant which opens after the date of a Development Default will not receive incentives pursuant to Section 7.4 until such Development Default is cured.

ARTICLE VI: DEVELOPMENT PROCEDURE

6.1 Franchise Approval. Except as set forth in Section 6.7, Area Developer shall apply for and meet BKC's then-current operational, financial, credit, legal and other criteria for developing and opening a new Burger King Restaurant (herein, "**Franchise Approval**") applicable to all Franchisees in the U.S. Area Developer understands and accepts that BKC may change its criteria for Franchise Approval as it applies to all Franchisees during the term of this Agreement at any time in its sole discretion provided that any such change shall not impact Area Developer's Franchise Pre-Approval as set forth in Section 6.7 of this Agreement. Failure to meet the requirements for operational, financial, credit and/or legal approval shall constitute grounds for refusing to grant Franchise Approval or withdrawing an approval already granted and shall not extend, modify or reduce the development obligations of Area Developer under Article V. Any such failure shall be in addition to and without prejudice to any rights of BKC arising from such failure under this Agreement or any other agreement.

6.2 Site Approval.

6.2.1 Site Approval Process. After obtaining Franchise Approval, Area Developer shall apply for and obtain site approval from BKC for any site on which Area Developer proposes to construct a new Burger King Restaurant under this Agreement in accordance with BKC's then-current standard site approval procedures applicable to all Franchisees (herein, "**Site Approval**"). The Site Approval application shall contain detailed information regarding the site and the market around the site, and Area Developer shall use the application format from time to time adopted by BKC applicable to the U.S. Area Developer acknowledges and agrees that any site selection assistance or approval provided by BKC or its Affiliates is not intended and shall not be construed or interpreted as a representation, warranty or guarantee that the site (or any other site) will achieve any estimated sales or otherwise succeed, nor shall any location recommendation made by BKC or its Affiliates be deemed a representation that any particular location is available for use as a New Developer Restaurant. Site Approval is a prerequisite to authorization to construct a new Burger King Restaurant at a particular location. Area Developer acknowledges that Site Approval can be granted only by means of a written approval duly executed by an authorized representative of BKC and no other approval, whether oral or written, shall be effective or binding on BKC.

6.2.2 Denial of Site Approval. Area Developer acknowledges that BKC may, in its sole discretion, deny Site Approval for any site if, for any reason, the site does not meet BKC's criteria for Site Approval. If Area Developer enters into any legally binding commitment with respect to a potential site before BKC has granted Site Approval, then Area Developer shall bear the entire risk of loss or damage resulting from a subsequent decision of BKC not to grant Site Approval. In determining whether or not to grant Site Approval, BKC may have regard to any relevant matter in its sole discretion including without limitation to the protection of the Burger King System, to its own interests and to the orderly and proper development of Restaurants in the Territory, and the interests of other operators of Burger King Restaurants in the Territory, or in other areas adjacent to or which may be directly or indirectly impacted by the operation of a new Burger King Restaurant at the proposed site. Without limiting the generality of the foregoing, if BKC believes in its sole and absolute discretion that development of a new Burger King Restaurant at the site proposed by Area Developer will have an adverse impact upon sales to or at an existing Restaurant operated by BKC or a Franchisee, BKC may, in its sole discretion, deny Site Approval. Area Developer agrees to participate and cooperate in any mediation, arbitration, or other legal action conducted pursuant to the BKC Procedures for Resolving Development Disputes in the event an objection is received by BKC from another Franchisee in connection with the development of a site. The denial of Site Approval by BKC shall not extend, modify or reduce the development obligations of Area Developer under Article V.

6.3 Construction Approval. After obtaining Site Approval, the following requirements relating to site acquisition and construction shall apply. Area Developer assumes all cost, liability, expense and responsibility for procuring the location, acquisition and development of sites and for construction of new Burger King Restaurants. If Area Developer acquires a leasehold interest in the site, such lease shall be for a term extending at least through the term of the New Developer Restaurant Franchise Agreement to be granted for the location.

6.3.1 Any new Burger King Restaurant shall be constructed, equipped and furnished in accordance with the Current Image standards.

6.3.2 Each new Burger King Restaurant shall be constructed, equipped and furnished in accordance with plans and specifications prepared in compliance with the Approved Plans and Specifications. Area Developer shall be responsible for procuring its own architectural and engineering services and all necessary approvals and permissions from the relevant Authorities. Prior to commencing construction of a New Developer Restaurant, Area Developer shall obtain from BKC prior written architectural and design approval of the Area Developer's plans and specifications (hereinafter referred to as "**Construction Approval**"). Any subsequent material changes to the approved plans must be approved by BKC's Vice President of Development. BKC must approve the type of facility, site layout, and equipment configuration for the new Restaurant to be developed hereunder, including the building design, style, size and interior décor, as well as the type of equipment, service format and equipment arrangement for any new Burger King Restaurant, which may be changed, amended or modified by BKC from time to time. The above notwithstanding, Area Developer shall be responsible for constructing the new Restaurant in accordance with all Laws provided that nothing set forth in this Agreement, including in the Construction Approval, shall require Area Developer to violate then current applicable Laws.

6.4 No Franchise Without Site Approval. Nothing in this Agreement shall be construed as obligating BKC to grant a New Developer Restaurant Franchise Agreement for any site which has not been approved in accordance with this Agreement or in a case in which the completed building does not conform to the Approved Plans and Specifications.

6.5 No Representation Regarding Site. Area Developer agrees that BKC's approval of any site or BKC's approval of any specifications or other matters relating to the development of a new Burger King Restaurant does not amount to a representation or warranty relating directly or indirectly to the potential success or viability of a site or the new Burger King Restaurant. Area Developer shall not rely upon any warranty, representation or advice given by any person by or on behalf of BKC directly or indirectly relating' to the success or viability of a new Burger King Restaurant.

6.6 Notice of New Developer Restaurant. Area Developer shall provide BKC with prior written notice of the opening of each New Developer Restaurant, and such notice shall include the following: (a) the projected opening date of the New Developer Restaurant and (b) the format type of the New Developer Restaurant (e.g., Free Standing Restaurant, In-Line Restaurant).

6.7 Franchise Pre-Approval. Notwithstanding anything to the contrary set forth herein, during the Term, BKC hereby grants Area Developer franchise pre-approval ("**Franchise Pre-Approval**") to expand in the Burger King System by building New Developer Restaurants or acquiring Franchised Restaurants from other Franchisees in the Territory. The Franchise Pre-Approval in no way diminishes (i) Area Developer's obligations to obtain Site Approval as set forth in this Article VI and (ii) a selling Franchisee's obligations to obtain approval for the sale of its Franchised Restaurants. Franchise Pre-Approval for acquisition of Franchised Restaurants from other Franchisees in the Territory will be terminated on such date that Area Developer acquires, in the aggregate more than 500 Franchised Restaurants within or outside the Territory. Franchise Pre-Approval will be suspended for any period of time that any lawsuits are pending between Area Developer and BKC. Such suspension of the Franchise Pre-Approval shall automatically end on the date that such pending lawsuits are settled, dismissed, withdrawn, adjudicated by final judgment or order, or are terminated. Notwithstanding the foregoing or anything else to the contrary set forth herein, in the event Area Developer proposes to acquire Franchised Restaurants from other Franchisees outside the Territory but in one of the DMAs where Area Developer or its Affiliates have Restaurants prior to the acquisition, then, in such case, Area Developer will be deemed to have Franchise Pre-Approval for such proposed acquisition.

ARTICLE VII: GRANT OF FRANCHISE

7.1 Upon fulfilment of the following conditions precedent in relation to each proposed New Developer Restaurant:

7.1.1 the completion of the construction and fitting out of the New Developer Restaurant in accordance with the Approved Plans and Specifications;

7.1.2 payment to BKC (or to such party as BKC may direct) of the Franchise Fee required in respect of the New Developer Restaurant to be opened, such payment to be made prior to or upon execution of the New Developer Restaurant Franchise Agreement for the New Developer Restaurant;

7.1.3 execution by Area Developer and the Principals and delivery to BKC of at least two counterparts of the New Developer Restaurant Franchise Agreement and all other documents customarily executed in connection with the grant of a franchise;

7.1.4 full compliance by Area Developer, its Affiliates, and the Principals with the requirements of this Agreement and all Developer Franchise Agreements in force at the time a grant of a franchise is requested;

7.1.5 evidence of property control for a term that is at least equal to the term of the New Developer Restaurant Franchise Agreement for the relevant New Developer Restaurant; and

7.1.6 Area Developer having obtained and continuing to hold all relevant approvals, permits and licenses required by Law to operate the New Developer Restaurant,

BKC shall grant and Area Developer shall accept a franchise in respect of the relevant New Developer Restaurant on the terms and conditions set out in the New Developer Restaurant Franchise Agreement except as set forth in Section 7.4.

7.2 Until the franchise has been granted pursuant to Section 7.1, the proposed New Developer Restaurant shall not trade. Following the grant of a franchise, the New Developer Restaurant shall commence trading immediately and in any event not later than 7 days thereafter, time being of the essence.

7.3 Area Developer shall select the duration of each New Developer Restaurant Franchise Agreement provided that the duration shall be no longer than the lesser of (i) twenty (20) years or (ii) the number of years Area Developer owns, leases, or controls the premises where the Restaurant is located; provided, however, that for Free-Standing Restaurants, the duration shall be a minimum of ten (10) years unless BKC provides an exception which it shall provide using reasonable discretion giving due consideration to the specific facts and circumstances.

7.4 Except as set forth in Section 5.3, during the initial four (4) years of the term of a New Developer Franchise Agreement, Area Developer shall receive a one percent (1%) discount from the Royalty rate. Starting with the commencement of year five (5) of the term of a New Developer Franchise Agreement, the Royalty rate shall revert back to Base Fees for the remainder of the term. Except as set forth in Section 5.3, during the initial four (4) years of the term of a New Developer Franchise Agreement, Area Developer shall receive a three percent (3%) discount from the Advertising Contribution rate. Starting with the commencement of year five (5) of the term of a New Developer Franchise Agreement, the Advertising Contribution rate shall revert back to Base Fees for the remainder of the term.

7.5 Prepaid Franchise Fee. Beginning on the Commencement Date and thereafter on October 1 of each year of the Term, Area Developer will pay to BKC prepaid franchise fees in the following amounts (the "**Prepaid Franchise Fees**"): (a) the first installment in the amount of $350,000 shall be due and payable on the Commencement Date, (b) the second installment in the amount of $1,600,000 shall be due and payable on October 1, 2019, (c) the third installment in the amount of $2,050,000 shall be due and payable on October 1, 2020, (d) the fourth installment in the amount of $2,050,000 shall be due and payable on October 1, 2021, (e) the fifth installment in the amount of $2,000,000 shall be due and payable on October 1, 2022 and (f) the sixth installment in the amount of $1,950,000 shall be due and payable on October 1, 2023. Upon the execution of each New Developer Restaurant Franchise Agreement, BKC will apply the respective amount as payment of the Franchise Fee owed for that New Developer Restaurant until the full amount of the Prepaid Franchisee Fees are exhausted; thereafter, Area Developer shall pay the applicable Franchise Fee to BKC in accordance with this Agreement. All Franchise Fees paid pursuant to this Agreement shall be in the amount of Base Fees. For the avoidance of doubt, no amount of the Prepaid Franchise Fees shall be applied to the payment of franchise fees due for Acquired Restaurants. In the event of a Development Default, BKC shall have the right, in its sole discretion and in addition to all other rights and remedies of BKC in law or in equity, to receive and retain, without obligation for any refund to Area Developer, all unapplied installments of Prepaid Franchise Fees paid or due on or before the date of the Development Default and Area Developer will be required to pay additional franchise fees upon the opening of any New Developer Restaurant opened after the expiration of the Development Year 1 Cure Period or the Development Cure Period, as applicable, until the Development Default is cured. For clarification purposes, Area Developer is required to continue paying the installments of the Pre-Paid Franchise Fees even if Area Developer is in default or has had the Franchise Pre-Approval or ROFR suspended, provided, however, that such Pre-Paid Franchise Fees shall not be forfeited and shall be applied to the payment of Franchise Fees unless Area Developer commits an additional Development Default.

By way of example, if there is a Development Default for Development Year 2, (i) the unapplied portion of the Pre-Paid Franchise Fees paid on October 1, 2019 shall be forfeited, (ii) the Pre-Paid Franchise Fees due on October 1, 2020 shall still be due and payable, and (iii) the Pre-Paid Franchise Fees due on October 1, 2020 shall not be forfeited and shall be able to be applied to Franchise Fees for New Developer Restaurants opened after the amount of Restaurants necessary to cure the Development Default for Development Year 2 have opened, unless Area Developer commits a Development Default in Development Year 3.

ARTICLE VIII: RIGHT OF FIRST REFUSAL

8.1 Under some or all of the Franchise Agreements, BKC has (i) the right to approve all sales and assignments of Franchised Restaurants to a third party (the "**Prospective Purchaser**") in a Franchisee-to-Franchisee transfer (an "**F-to-F Transfer**"), and (ii) a right of first refusal ("**ROFR**") to purchase all or substantially all of the assets constituting the Franchised Restaurant, or all or substantially all the shares in the Franchisee, on the same terms as contained in any proposed purchase agreement between such Franchisee and the Prospective Purchaser (the "**Purchase Agreement**").

8.2 Until the earlier of (a) such date that Area Developer acquires, in the aggregate more than 500 Franchised Restaurants within or outside the Territory (not including the Restaurants purchased from Cambridge Franchise Holdings LLC), or (b) September 30, 2024, BKC grants Area Developer, on an exclusive basis, the right to an assignment of BKC's ROFR in the ROFR Territory with respect to a Franchised Restaurant that is the subject of an F-to-F Transfer by following the procedures set out in a side letter which shall be executed simultaneously with this Agreement (the "**ROFR Procedures**") subject to the requirements and limitations set out in such side letter. All time periods as set forth in the ROFR Procedures shall be those as set forth in the Franchise Agreements of the selling Franchisee. Area Developer acknowledges that (a) BKC's rights in any F-to-F Transfer, including its ROFR, are granted and limited by the language of the Franchise Agreements, (b) the effect and/or enforceability of such rights may be limited under applicable Law, (c) BKC may not be able to withhold its consent to an F-to-F Transfer between Franchisees and third parties pursuant to (i) BKC's Policy and Procedure Regarding Change of Ownership ("COO") Transactions and Franchisee-To-Franchisee ("FTF") Transactions dated April 26, 2012, (ii) applicable state law or (iii) the Franchise Agreements between the selling Franchisee and BKC and (d) the obligation of BKC hereunder does not extend to the proposed purchase of real property owned, leased, or otherwise under the control of BKC, a Franchisee, or any third party.

8.3 ROFR Assignment Fee. Area Developer will pay BKC the sum of $3,000,000 as a fee for the right to receive an assignment of the ROFR as set forth in this Agreement ("**ROFR Assignment Fee**"). The ROFR Assignment Fee will be deemed non-refundable and fully earned by BKC upon execution and delivery of this Agreement. The ROFR Assignment Fee is payable in four (4) equal installments, each in the amount of $750,000. The first such installment is due and payable on May 1, 2019, and each subsequent installment thereafter shall be due and payable in 2019 until the ROFR Assignment Fee has been fully paid as follows: $750,000 shall be due and payable on June 30, 2019; $750,000 shall be due and payable on September 30, 2019; and $750,000 shall be due and payable on December 31, 2019. .

ARTICLE IX: REMODEL OBLIGATIONS

9.1 Area Developer shall Complete the Remodel by the relevant Remodel Deadline of the minimum number of Existing Developer Restaurants set forth in the Remodel Schedule.

9.2 Area Developer shall remodel or upgrade each of the Remodel Restaurants (a) in accordance with the Scope of Work as it becomes binding on Area Developer pursuant to Section 9.3; (b) to the then Current Image or such other specifications required by BKC at the material time(s) for both the interior and exterior of the Remodel Restaurant in accordance with the Approved Plans and Specifications; and (c) in compliance with all applicable Laws (collectively, the "**Remodel Requirements**"). In addition, Area Developer shall use only such equipment, furnishings, signage and other materials in connection with the Completion of the Remodel that will have met BKC's then current standards and specifications for equipment, furnishings, signage and other materials. Area Developer shall be responsible for all costs, expenses and other fees associated with Completion of the Remodel (or any of them). The Remodel Requirements for Remodel Restaurants which will undertake an upgrade only shall be the Burger King of Tomorrow requirements for a full exterior remodel including, but not limited to, landscaping, double drive-thru (where applicable), exterior Garden Grille image and exterior digital menu boards. Additionally, in order to successor a Remodel Restaurant which undertakes an upgrade, such Remodel Restaurant must have a Garden Grille, Prime or 20/20 interior image and either (a) has a new image floor which was part of the 20/20, Garden Grille, Prime New Build image guidelines, or (b) has any other floor that Area Developer agrees to upgrade to the Burger King of Tomorrow image floor. Strata floor tiles are not part of the new image floor guidelines.

9.3 With respect to each Remodel Restaurant, Area Developer will provide BKC with a Scope of Work. Submission, review, and processing of each Scope of Work by Area Developer and BKC shall be subject and pursuant to the New Construction and Remodel Procedures set out in Exhibit D attached hereto.

9.4 With respect to each Remodel Restaurant, Area Developer shall, promptly after Completion of the Remodel for any such Remodel Restaurant, provide to BKC a signed certificate from an architect (licensed in the state where the Remodel Restaurant is located), in a form reasonably acceptable to BKC, certifying that the applicable premises is compliant with the Americans with Disabilities Act.

9.5 Early Successor Remodel Incentive. For all Remodel Restaurants which (i) have more than three (3) years remaining on the term of the Franchise Agreement and (ii) Remodels are Completed by the relevant Remodel Deadline (and after taking into consideration the Remodel Year 1 Cure Period or the Remodel Cure Period), Area Developer, in its sole discretion, may elect by written notice in each instance to BKC to have BKC and Area Developer enter into a Successor Franchise Agreement with the following terms:

9.5.1 Successor Franchise Fee. The term of each Successor Franchise Agreement shall be the remaining term of the original Franchise Agreement. Area Developer may purchase as many additional years of term as it desires, provided that the total number of years (inclusive of the term remaining on the original Franchise Agreement and the additional years purchased for the Successor Franchise Agreement) shall be no more than the lesser of (i) twenty (20) years or (ii) the number of years Area Developer owns, leases, or controls the premises where the Remodel Restaurant is located;

9.5.2 Royalty Reduction. During years 1 through 5 of the term of the Successor Franchise Agreement, Area Developer shall receive a Royalty reduction from the Base Fee for royalty in the amount of 0.75% of monthly Gross Sales; and

9.5.3 Advertising Contribution Reduction. During years 1 through 5 of the term of the Successor Franchise Agreement, Area Developer shall receive an Advertising Contribution reduction from the Base Fee for advertising contribution in the amount of 0.75% of monthly Gross Sales.

For clarification purposes, the reductions from Base Fees set forth in Section 9.5 shall not be available for Remodel Restaurants which complete an upgrade only.

9.6 The Cumulative Remodel Target for Development Year 1 and Development Year 2 shall include certain Remodel Restaurants that are on leases with BKC and would thus be eligible for capital contributions from BKC in lieu of the above incentives in accordance with the terms of the FDD and as set forth on the Remodel Schedule. Such Remodel Restaurants are designated accordingly on the Remodel Schedule.

9.7 Penalties. In addition to any other legal rights and remedies available to BKC in this Agreement, if Area Developer fails to achieve the Cumulative Remodel Target or the Cumulative Upgrade Target by the end of any Remodel Year, and subsequently fails to cure such breach within the Remodel Year 1 Cure Period or the Remodel Cure Period, as applicable (a **"Remodel Default**"), the Franchise Pre-Approval and the right to receive an assignment of the ROFR for the calendar year immediately following the Remodel Year with respect to which the Remodel Default occurred will be suspended until such time as Area Developer cures the Remodel Default.

9.8 Relationship to Remodeling Obligations and Leases. The provisions of this Article provide a process for implementing the "Current Image" and remodel requirements set forth in Developer Franchise Agreement, and except for the accelerated deadlines for remodeling set forth in this Agreement, the provisions of this Article are not intended in any way to supersede, qualify or limit any of the repair, maintenance, or remodeling requirements of any Developer Franchise Agreement.

ARTICLE X: POLLING AND P&L INFORMATION

Area Developer will, at its sole cost and expense, provide BKC with Polling Information pursuant to the Developer Franchise Agreements. Area Developer will provide BKC with P&L and Capex Information pursuant to the Developer Franchise Agreements at such times as BKC designates, but no less than monthly, and in an electronic format prescribed by or otherwise acceptable to BKC.

ARTICLE XI: DEFAULT AND SUSPENSION

11.1 Without derogation from, or prejudice to, any other rights of BKC under this Agreement or at Law, upon the occurrence of any of the following events (each, an "**Event of Default**"), Area Developer shall be in default of this Agreement and BKC may, at its election, by written notice to Area Developer suspend the Franchise Pre-Approval and the assignment of the ROFR with immediate effect (but with due regard for the cure periods set forth below, if any) until Area Developer has cured the specific Event of Default:

11.1.1 if (A) Area Developer fails to achieve the Cumulative Opening Target for Development Year 1 by the end of Development Year 1 and fails to cure such breach by the end of the Development Year 1 Cure Period, or (B) Area Developer fails to achieve any Cumulative Opening Target for any Development Year (other than Development Year 1) by the end of such Development Year and fails to cure such breach by the end of the Development Cure Period;

11.1.2 if (A) Area Developer fails to achieve the Cumulative Remodel Target or Cumulative Upgrade Target for Remodel Year 1 by the end of Remodel Year 1 and fails to cure such breach by the end of the Remodel Year 1 Cure Period, or (B) Area Developer fails to achieve any Cumulative Remodel Target or Cumulative Upgrade Target for any Remodel Year (other than Remodel Year 1) by the end of such Remodel Year and fails to cure such breach by the end of the Remodel Cure Period;

11.1.3 if Area Developer (or any of its Affiliates) fails to pay to BKC (or its designee) when due any amounts payable under this Agreement, and does not cure such failure within ten (10) days of written notice from BKC;

11.1.4 if Area Developer (or its Affiliate) breaches Section 14.1 of this Agreement;

11.1.5 if Area Developer breaches Section 20.11 of this Agreement;

11.1.6 if Area Developer and/or any of the Principals assigns, encumbers, transfers, sub-licenses or otherwise disposes of, or attempts to assign, transfer, encumber, or otherwise dispose of this Agreement or any of its rights hereunder in whole or in part, whether directly or indirectly by operation of law, without the prior written consent of BKC in violation of Section 13.1 or 13.2; or if Area Developer, any of its Affiliates, or any Principal duplicates, in whole or in part, the Burger King System or violates the confidentiality provisions set forth in Article XII;

11.1.7 if Area Developer, any of its Affiliates or any Principal (or any Affiliate thereof) challenges the validity of any of the Burger King Marks or copyright or other intellectual property rights of BKC or any BKC Affiliate; or

11.1.8 if Area Developer, any of its Affiliates or any Principal fails to comply in any material respect with any of the other terms, provisions or conditions of this Agreement and fails to rectify the same within 30 days of a notice requiring it to do so.

11.2 BKC's sole remedy for an Event of Default arising under Sections 11.1.1, 11.1.2, 11.1.4, 11.1.5 under this Agreement shall be to suspend the Franchise Pre-Approval and the right to receive the assignment of the ROFR. Any such suspension shall automatically terminate as soon Area Developer cures the pending Event of Default. For purposes of clarification, nothing contained in this Section 11.2 shall be deemed or construed to limit the rights or remedies of BKC or Area Developer under any other agreement between BKC and Area Developer that also may be independently triggered by an uncured Event of Default under Sections 11.1.1, 11.1.2, 11.1.4, or 11.1.5 of this Agreement. The failure of BKC to suspend the Franchise Pre-Approval or the right to receive the assignment of the ROFR upon the occurrence of one or more Events of Default shall not constitute a waiver or otherwise affect the right of BKC to suspend the Franchise Pre-Approval or the right to receive the assignment of the ROFR because of a continuing or subsequent failure to cure one or more Events of Default.

ARTICLE XII: CONFIDENTIALITY

12.1 BKC, Area Developer, and the Principals agree that any confidential and proprietary information of any of the parties to the Agreement exchanged in conjunction with this Agreement shall be governed by the confidentiality provisions set forth in the Franchise Agreements entered into between BKC and Area Developer. The parties explicitly agree that the terms of this Agreement shall be considered confidential information of BKC. The parties agree that all information provided by Area Developer to BKC under Sections 1.1.57 and 20.12 of this Agreement is confidential to Area Developer and BKC shall be subject to the same confidentiality obligations as are imposed on information provided to Area Developer under the Franchise Agreements.

12.2 In addition, neither BKC, Area Developer or Principals shall issue any press release or any other statement, broadcast, podcast, advertisement, circular, newsletter or other forms of information in relation to the entry into this Agreement by BKC, Area Developer and the Principals (the "Signing Disclosure"), without first consulting with the other party regarding the substance of the Signing Disclosure and providing the other party a reasonable opportunity (taking into account any legally mandated time constraints but in no event longer than 2 business days) to review and comment on the content of the Signing Disclosure prior to its publication or filing. Anything to the contrary notwithstanding, nothing contained herein shall be deemed to prohibit BKC, Area Developer or Principals from making any public disclosure or filing regarding the this Agreement as required (i) by applicable Law, (ii) pursuant to any rules or regulations of any securities exchange of which the securities of such party or any of its Affiliates are listed or traded, or (iii) in connection with enforcing its rights under this Agreement.

12.3 Area Developer and each Principal covenants and agrees for itself, himself, herself, Area Developer's parent, subsidiaries and Affiliates that during the Term of this Agreement they will not own, operate or have any interest in any hamburger business except other franchised BURGER KING Restaurants. Area Developer and each Principal further covenants and agrees that for a period of one (1) year after any sale, assignment, transfer, termination or expiration of this Agreement, these entities will not own, operate or have any interest in any hamburger business, except other franchised BURGER KING Restaurants, either at or within two (2) miles of any Developer Restaurant. This obligation of Area Developer and Principals is in addition to its restrictive covenant under the Developer Franchise Agreements.

ARTICLE XIII: ASSIGNMENT AND TRANSFER

13.1 Neither this Agreement nor the Development Rights may be assigned, transferred, sold, conveyed, licensed, leased, charged, pledged, mortgaged, encumbered or otherwise transferred or disposed of, in whole or in part ("**Transferred**") by Area Developer, whether directly or indirectly by operation of law nor shall Area Developer have any right to sub-license any of the rights granted under this Agreement, without the prior written consent of BKC, which consent may be withheld by BKC at its sole discretion. Any Transfer described in this Section 13.1 or in Section 13.2 below without compliance with the terms hereof shall be void and of no effect.

13.2 Area Developer is not permitted to subcontract the whole or any part of its obligations under this Agreement, or to Transfer any assets that are necessary for Area Developer to fulfill its other obligations under this Agreement without the prior written consent of BKC which consent may be withheld by BKC at its sole discretion.

13.3 For the avoidance of doubt, nothing in this Agreement permits Area Developer to:

13.3.1 sub-franchise to any Person in respect of the Burger King System (or any part thereof); or

13.3.2 grant any interest in a Developer Restaurant or the Burger King System to any person; or

13.3.3 sell, or solicit others to buy, franchises to operate Burger King Restaurants except with respect to discussions between Area Developer and Franchisees relating to an F-to-F Transfer which are explicitly allowed.

13.4 This Agreement and all the rights and obligations hereunder of BKC may be Transferred by BKC, and shall inure to the benefit of the successors and assigns of BKC. If BKC elects to Transfer this Agreement or any part of its rights, interests, obligations or liabilities hereunder, Area Developer shall, upon request by BKC, execute any deed or instrument required to effect such Transfer or as required by applicable Law. Area Developer and the Principals hereby grant their advance and irrevocable consent to any such Transfer at any time and waive any requirement of prior notice.

ARTICLE XIV: SHOWS OF SUPPORT/ BK McLAMORE FOUNDATION/DELIVERY

14.1 Shows of Support. From time to time, BKC may request the support of Area Developer, and Franchisees for national or divisional advertising or marketing initiatives by conducting a survey, currently referred to as the "Show of Support" survey (the "**National/Divisional Survey**"). Each Developer Restaurant has one vote in each National/Divisional Survey. Area Developer shall confer with BKC on a quarterly basis to discuss upcoming National/Divisional Surveys throughout the term of each Developer Franchise Agreement. As long as BKC reviews the content of the National/Divisional Survey with the Chief Executive Officer of Area Developer and allows the Chief Executive Officer of Area Developer to provide comments and input to the National/Divisional Survey prior to the distribution of the National/Divisional Survey to the rest of the Franchisees, Area Developer agrees to cast its vote relating to each Developer Restaurant in each National/Divisional Survey in favor of any such advertising or marketing initiative.

14.2 Burger King McLamore Foundation. The Developer Restaurants (including each of the Existing Developer Restaurants, New Developer Restaurants and Acquired Restaurants) shall participate in the fundraising and charitable efforts of the BK McLamore Foundation. Area Developer agrees to purchase at least one (1) $1,000 scholarship for each Developer Restaurant during each year of the term of the relevant Developer Franchise Agreement.

ARTICLE XV: INDEMNIFICATION; INSURANCE

15.1 Indemnification. Area Developer shall at its own expense, defend, indemnify and hold harmless the BKC Indemnified Parties, with counsel fully acceptable to BKC from and against any and all Losses sustained or incurred by the BKC Indemnified Parties, or any one or more of them, based upon or arising directly or indirectly out of any breach of this Agreement, or any negligent act, error or omission in connection with this Agreement by Area Developer or its employees or agents. Without limiting the generality of the foregoing, Area Developer shall defend, indemnify and hold harmless the BKC Indemnified Parties from and against Losses relating to, arising out of or in connection with,

15.1.1 any Claim, action or demand of any kind or nature whatsoever brought by any employee, agent, subcontractor or independent contractor of Area Developer, any of its Affiliates, or any employee of any agent, subcontractor or independent contractor of Area Developer or any of its Affiliates;

15.1.2 any failure of Area Developer or any one or more of its Affiliates to properly remit any tax payments required by Law;

15.1.3 any Claim, action or demand of any kind or nature based upon or arising directly or indirectly out of BKC's assignment of its ROFR under a Franchise Agreement, including any failure by Area Developer to comply with the ROFR Procedures.

15.2 BKC shall notify Area Developer of any such Claims, and Area Developer shall be given the opportunity to assume the defense of the matter. If Area Developer fails to assume the defense, BKC may defend the action in the manner it deems appropriate, and Area Developer shall pay to BKC all costs, including reasonable attorney fees, incurred by BKC in effecting such defense. BKC's right to indemnity under this Agreement shall arise and be valid notwithstanding that joint or concurrent liability may be imposed on BKC by Law.

15.3 Insurance.

15.3.1 Comprehensive General Liability. Area Developer agrees to carry at its expense during the Term Comprehensive General Liability insurance, including Products Liability and Broad Form Contractual Liability, in an amount of not less than ONE MILLION ($1,000,000) DOLLARS per occurrence for bodily injury and FIVE HUNDRED THOUSAND ($500,000) DOLLARS per occurrence for property damage, or in such increased amounts as BKC may reasonably request from time to time during the Term. Each policy will (i) be provided on a primary and non-contributory basis as respects BKC and its Affiliates and all insurance BKC and its Affiliates maintain; (ii) contain a severability of interests and cross liability clause; (iii) name BKC and its Affiliates as additional insureds which shall be effectuated through an endorsement of the policy; (iv) provide that the policy cannot be canceled without thirty (30) days prior written notice to BKC; and (v) insure the contractual liability of Area Developer under Section 15.1. The insurance afforded by the policy or policies respecting liability shall not be limited in any way by reason of any insurance which may be maintained by BKC. Before the Commencement Date, Area Developer shall furnish to BKC Certificates of Insurance reflecting that the insurance coverage is in effect pursuant to the terms of this Agreement. All policies shall be renewed, and a renewal Certificate of Insurance mailed to BKC in Miami, Florida to the address set forth in Section 20.1, or at such other location as may be specified by BKC prior to the expiration date of the policies. This obligation of Area Developer to maintain insurance is separate and distinct from its obligation to indemnify BKC under the provisions of Section 15.1 and in addition to its insurance obligations under the Developer Franchise Agreements.

15.3.2 Worker's Compensation. Area Developer agrees to secure and pay premiums on a Worker's Compensation policy covering all Area Developer employees, as required by Law.

ARTICLE XVI: GUARANTEE OF PRINCIPALS

16.1 Each of the Principals guarantees (a) the prompt payment of all sums due from Area Developer under this Agreement under all Developer Franchise Agreements granted pursuant to this Agreement, (b) the compliance by Area Developer with all the obligations contained in this Agreement and the compliance by Area Developer as franchisee under all Developer Franchise Agreements granted pursuant to this Agreement, in each case, together with all costs incurred by BKC of collection, compromise or enforcement, including reasonable attorneys' fees (collectively (a) and (b), the "**Obligations**"). Each of the Principals consents and agrees that it will render any payment or performance required under this Agreement upon demand if the Area Developer fails or refuses punctually to do so. The liability of the Principals is primary, direct and unconditional, and BKC shall be under no obligation to take any steps or commence any proceedings against Area Developer before enforcing any of its rights under this Article XVI against one or more of the Principals. The Principals waive any right they might otherwise have to be given notice of any breach or non-performance except as part of a demand made under this Section 16.1.

16.2 The guarantee contained in Section 16.1:

16.2.1 Shall continue in full force and effect notwithstanding any intermediate satisfaction of any such matters and notwithstanding any suspension of proceedings, receivership, liquidation or any similar proceedings with regard to Area Developer.

16.2.2 Shall remain valid and enforceable notwithstanding any time or indulgence given to Area Developer, and/or any waiver of its rights by BKC and/or any settlement agreed between BKC and any such person including in the framework of a court approved creditors' arrangement.

16.2.3 Shall not be impaired by any modification, supplement, extension or amendment of this Agreement, the Developer Franchise Agreements or any of the Obligations, nor by any modification, release or other alteration of any of the Obligations under this Agreement, nor by any agreements or arrangements whatever with Area Developer, the Principals or anyone else.

16.3 The Principals hereby represent and warrant to BKC (and it is a condition of this Agreement) that the guarantees and other undertakings given by each of them in this Agreement are binding upon the Principals in accordance with their terms.

16.4 BKC shall be entitled in its sole discretion to request from any Principal partial or full performance but all Principals shall remain bound until the whole claim is satisfied.

ARTICLE XVII: SEVERABILITY

If any of the provisions of this Agreement may be construed in more than one way, one of which would render the provision illegal or otherwise void, voidable or unenforceable, and one of which would render the provision valid and enforceable, such provision shall have the meaning which renders it valid and enforceable. This Agreement shall be construed according to its fair meaning and not strictly against any Party. If any court or other Authority determines that any provision is not enforceable as written, the Parties agree that the 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 and affords the Parties the same basic rights and obligations and has the same economic effect. If any provision is held invalid or otherwise unenforceable, such findings shall not invalidate the remainder of this Agreement.

ARTICLE XVIII: NON-WAIVER

Failure of BKC to insist upon strict performance of any terms of this Agreement shall not be deemed a waiver of any subsequent breach or default. Acceptance by BKC of any money paid by Area Developer under this Agreement under any Developer Franchise Agreement shall not constitute a waiver by BKC of any breach or default of this Agreement or any Developer Franchise Agreement. The rights, powers, privileges and remedies of BKC hereunder and in all other agreements with Area Developer shall be cumulative and not exclusive.

ARTICLE XIX: ENTIRE AGREEMENT

This Agreement, together with any New Developer Restaurant Franchise Agreements entered into pursuant to this Agreement, constitutes the entire agreement and understanding of the Parties with respect to the development and franchising of New Developer Restaurants and supersedes all prior negotiations, commitments, representations, warranties and undertakings of the Parties (if any) with respect to the development and franchising of New Developer Restaurants, whether written or oral. The Parties acknowledge that they are not relying upon any representations, warranties, conditions, agreements or understandings, written or oral, made by the Parties as their agents or representatives, except as herein specified. Neither this Agreement nor any term or provision of it may be changed, waived, discharged, or modified other than in writing and signed by the Parties. The Parties agree that this Agreement shall supersede the following: (i) the Remodel Agreement between BKC, Alabama Quality, L. L. C., And Carolina Quality, LLC dated _____, 2014 and Operating Agreement between BKC and Area Developer dated May 30, 2012, (ii) the Area Development and Remodeling Agreement among BKC, Cambridge Franchise Holdings, LLC and Cambridge Franchise Partners, LLC dated October 30, 2015, and (iii) any Franchise Agreement Addenda relating to a remodel incentive program for remodels that have not been completed as of January 1, 2019.

ARTICLE XX: MISCELLANEOUS

20.1 Notice. Any notice shall be in writing and shall be delivered or sent by registered or certified mail postage fully prepaid or by national overnight courier service for overnight delivery, if to BKC to: Burger King Corporation, 5707 Blue Lagoon Drive, Miami, Florida 33126, Attn: General Counsel, with a copy to: Burger King Corporation, P.O. Box 020783, General Mail Facility, Miami, Florida 33102-0783, Attn: General Counsel; and if to Area Developer: [_____], Attn: [_____]. All such notices shall be deemed as being given by the sender and received by the addressee: (i) if by delivery in person, when delivered to the addressee; if delivered by overnight courier, the next business Day following delivery to a reputable national overnight courier for overnight delivery, and (iii) if by certified, return receipt mail, on the earlier of actual receipt or the 10th Day after being deposited in the mail.

20.2 Relationship of Parties. The Parties to this Agreement are not partners, joint venturers, or agents of each other and there is no fiduciary relationship between the Parties. BKC does not have the right to bind or obligate Area Developer in any way and shall not represent that it has any such right, and Area Developer does not have the right to bind or obligate BKC in any way and shall not represent that it has any such right. This Agreement is not a franchise for the operation of a Burger King Restaurant.

20.3 Governing Law/Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The Parties hereto acknowledge and agree that the United States District Court for the Southern District Court of Florida, or if such court lacks jurisdiction, the 11th Judicial Court (or its successor) in and for Miami-Dade County, Florida, shall be the venue and exclusive proper forum in which to adjudicate any case or controversy arising, either directly or indirectly, under or in connection with this Agreement, and the Parties further agree that, in the event of litigation arising out of, or in connection with this Agreement in these courts, they will not contest or challenge the personal jurisdiction or venue of these courts.

20.4 **GENERAL RELEASE**. For and in consideration of BKC entering into this Agreement, and other good and valuable consideration received from or on behalf of BKC, the receipt of which is hereby acknowledged, Area Developer hereby remises, releases, acquits, satisfies, and forever discharges BKC, its officers, directors, agents, employees, affiliates, subsidiaries, parent corporation, and all of their assignees (individually and together "BKC"), of and from all manner of Claims, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, and executions whatsoever, in law or in equity, which Area Developer ever had, now has, or which any successor or assign of Area Developer hereafter can, shall, or may have, whether known or unknown, against BKC for, upon, or by reason of any matter, cause, or thing whatsoever, from the beginning of the world to the date of this Agreement. Notwithstanding anything set forth above, the above release shall not apply to any objections or claims brought by Area Developer prior to the date hereof in accordance with the terms of the Procedures for Resolving Development Disputes.

20.5 Incorporation of Recital, Preamble, and Whereas Paragraphs. The recital, preamble, and whereas paragraphs set forth above are incorporated herein by this reference with the same force and effect as if they were more specifically set forth herein.

20.6 Binding Nature. All of the covenants, agreements, terms and conditions to be observed and performed by the Parties hereto shall be applicable to and binding upon their respective successors and permitted assigns.

20.7 Counterpart Execution. To facilitate execution, this Agreement may be executed in any number of counterparts as may be convenient or necessary, and it shall not be necessary that the signatures of all Parties hereto be contained on any one counterpart hereof. Additionally, the Parties hereto hereby covenant and agree that, for purposes of facilitating the execution of this Agreement, (a) the signature pages taken from separate individually executed counterparts of this Agreement may be combined to form multiple fully executed counterparts and (b) a facsimile or PDF or electronic form of signature shall be deemed to be an original signature. All executed counterparts of this Agreement shall be deemed to be originals, but all such counterparts taken together shall constitute one and the same agreement.

20.8 Amendment. This Agreement shall not be amended or modified except by a written instrument signed by all Parties.

20.9 Survival. Article XV and all other provisions which must survive in order to give effect to their intent and meaning shall survive the termination or expiration of this Agreement.

20.10 Claims. Any and all Claims arising out of or relating to this Agreement (including the offer and sale of any franchise), the relationship of Area Developer and BKC, or Area Developer's operation of any Developer Restaurant, brought by Area Developer or BKC shall be commenced within eighteen (18) months from the occurrence of the facts giving rise to such Claim, or such Claim shall be barred.

20.11 Operations. Commencing 180 days after the Commencement Date and during the remainder of the Term, Area Developer may not rank below the top 33% of U.S. Franchisees in the same peer category as Area Developer (peer category to be operators owning 50 or more restaurants), in the OPI Index (or any successor metric used by BKC to measure operational performance) ("**Operational Breach**"), as measured by BKC, measured monthly throughout each calendar year on a calendar year-to-date basis.

20.12 Quarterly Business Reviews. Area Developer and BKC shall meet at a minimum on a quarterly basis to conduct a business and financial review meeting and discuss the performance of Area Developer under this Agreement and the Franchise Agreements, and review the profit and loss statements, balance sheets and cash flow statements. Prior to such meeting, Area Developer will provide BKC with quarterly information including corporate level financial results, development, remodels, acquisitions, operations (including OPI, OSAT, REV and SOS), comparable sales by DMA, debt and debt covenants, total restaurant EBITDA, tickets and average check, labor, performance statistics as a percent of sales, and local marketing initiatives.

20.13 Waiver of Jury Trial. AREA DEVELOPER AND BKC IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THEM AGAINST THE OTHER, WHETHER OR NOT THERE ARE OTHER PARTIES IN SUCH ACTION OR PROCEEDING.

20.14 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, AREA DEVELOPER SHALL NOT BE ENTITLED TO SEEK FROM BKC ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT.

[Signature Page Follows]

THIS AGREEMENT is executed by the Parties as of the day and year indicated on the first page of this Agreement.

BURGER KING CORPORATION ("BKC")

By: _____
Title:
Printed Name:

CARROLS LLC ("Area Developer")

By: _____
Title:
Printed Name:

CARROLS RESTAURANT GROUP, INC. ("Principal 1")

By: _____
Title:
Printed Name:

CARROLS CORPORATION ("Principal 2")

By: _____
Title:
Printed Name:

Exhibit 10.2

EXECUTION VERSION

WELLS FARGO BANK, NATIONAL ASSOCIATION
1808 Aston Avenue, Suite 250
Carlsbad, CA 92008

WELLS FARGO SECURITIES, LLC
550 South Tryon Street
Charlotte, North Carolina 28202

CONFIDENTIAL

February 19, 2019

Carrols Restaurant Group, Inc.
968 James Street
Syracuse, NY 13203

Attention: Paul Flanders, Chief Financial Officer

Re: Carrols Commitment Letter
$500 Million Senior Secured Credit Facilities

Ladies and Gentlemen:

You have advised Wells Fargo Bank, National Association ("Wells Fargo Bank") and Wells Fargo Securities, LLC ("Wells Fargo Securities" and, together with Wells Fargo Bank, the "Commitment Parties" or "we" or "us") that Carrols Restaurant Group, Inc. ("Carrols" or "you") intends to consummate the Transactions (as defined in Annex A) and seeks financing to (a) consummate the Refinancing (as defined in Annex A), (b) pay fees, commissions and expenses in connection with the Transactions and (c) finance ongoing working capital requirements and other general corporate purposes, all as more fully described in the Transaction Description attached hereto as Annex A (the "Transaction Description"). You have further advised us that the sources of funds required in connection with the foregoing will consist of senior secured credit facilities of $500.0 million to be provided to the Borrower (as defined Annex A) consisting of (i) a term loan B facility of $400.0 million (the "Term Loan B Facility") and (ii) a revolving credit facility of $100.0 million (the "Revolving Credit Facility" and, collectively with the Term Loan B Facility, the "Senior Credit Facilities"), each as described in the Summary of Proposed Terms and Conditions attached hereto as Annex B (the "Term Sheet").

This letter, including the Transaction Description, the Term Sheet and the Conditions Annex attached hereto as Annex C (the "Conditions Annex"), is hereinafter referred to as the "Commitment Letter". The date of the consummation of the Refinancing and the initial funding of the Senior Credit Facilities is referred to as the "Closing Date". Except as the context otherwise requires, references to the "Borrower and its subsidiaries" will include the Acquired Company and its subsidiaries after giving effect to the Acquisition (as defined in Annex A).

1. Commitment. Upon the terms set forth in this Commitment Letter and subject only to the satisfaction (or waiver) of the Exclusive Funding Conditions (as defined below), Wells Fargo Bank is pleased to advise you that it hereby commits to provide to the Borrower 100% of the principal amount of the Senior Credit Facilities (the "Commitment").

2. Titles and Roles. Wells Fargo Securities, acting alone or through or with affiliates selected by it, will act as the sole bookrunner and sole lead arranger (in such capacities, the "Lead Arranger") in arranging and syndicating the Senior Credit Facilities. Wells Fargo Bank will act as the sole administrative agent (in such capacity, the "Administrative Agent") for the Senior Credit Facilities. No additional agents, co-agents, arrangers or bookrunners will be appointed, no other titles will be awarded and no other compensation will be paid in order to obtain commitments with respect to the Senior Credit Facilities (other than compensation expressly contemplated by this Commitment Letter and the fee letter dated the date hereof from the Commitment Parties to you (the "Fee Letter")) unless you and we shall agree in writing; provided that (a) on or prior to the date which is 10 business days after the date of this Commitment Letter, you will have the right to appoint up to four additional joint lead arrangers, joint bookrunners, agents, co-agents or arrangers or confer other titles in respect of the Senior Credit Facilities (each such party, an "Additional Agent") in a manner reasonably acceptable to the Lead Arranger and with economics determined by you in consultation with the Lead Arranger; provided, however, that in no event shall Wells Fargo Securities receive less than 35% of the compensatory economics with respect to the Senior Credit Facilities, and (b) the Lead Arranger shall have right, with your consent (not to be unreasonably withheld, conditioned or delayed) to award titles to other co-agents, arrangers or bookrunners who are Lenders (as defined below) that provide (or whose affiliates provide) commitments in respect of one or more of the Senior Credit Facilities (it being further agreed that (i) each of the parties hereto shall, upon request of you or the Lead Arranger, execute a revised version of this Commitment Letter or an amendment or joinder hereto to reflect the commitment or commitments of such Additional Agent and to otherwise effect the foregoing (and each of the parties hereto shall, upon the request of you or the Lead Arranger, execute any such documentation), (ii) Wells Fargo Securities will have the "left" and "highest" placement in any and all marketing materials or other documentation used in connection with the Senior Credit Facilities and shall hold the leading role and responsibilities conventionally associated with such placement, including maintaining sole physical books for the Senior Credit Facilities, and (iii) no Lender, Additional Agent or other party (other than the Lead Arranger in consultation with you) will have rights in respect of the management of the syndication of the Senior Credit Facilities (including, without limitation, in respect of "market flex" rights under the Fee Letter), over which the Lead Arranger will have sole control).

3. Conditions to Commitment.

(a) The Commitment and the undertakings of the Commitment Parties hereunder are subject solely to the satisfaction (or waiver) of the conditions precedent expressly set forth in the Conditions Annex (such express conditions, subject in all respects to the Limited Conditionality Provision (as defined below), the "Exclusive Funding Conditions"); it being understood that, notwithstanding anything to the contrary contained in this Commitment Letter, the Fee Letter, the Financing Documentation (as defined in the Term Sheet), the Acquisition Agreement (as defined in Annex A) or any other agreement, document, instrument or other undertaking concerning the Senior Credit Facilities or the financing of the Transactions, there are no conditions (implied or otherwise) to the Commitments and the undertakings of the Commitment Parties hereunder, including compliance with the terms of this Commitment Letter, the Fee Letter or the Financing Documentation, other than the Exclusive Funding Conditions (and upon satisfaction or waiver of the Exclusive Funding Conditions, the initial funding under the Senior Credit Facilities shall occur).

(b) Notwithstanding anything in this Commitment Letter, the Fee Letter or the Financing Documentation (as defined in the Term Sheet) or any other letter agreement or other undertaking concerning the financing of the Transactions to the contrary, (a) the only representations relating to you, the Acquired Company, the Borrower and their respective subsidiaries and their respective businesses the accuracy of which shall be a condition to the availability of the Senior Credit Facilities on the Closing Date shall be (i) such of the representations made by the Acquired Company and/or the Seller or its subsidiaries or affiliates or with respect to the Acquired Company, its subsidiaries or its business in the Acquisition Agreement (as defined in Annex A) as are material to the interests of the Lenders referred to below, but only to the extent that you or your affiliates have the right to terminate your or their respective obligations under the Acquisition Agreement or otherwise decline to close the Acquisition as a result of a breach or inaccuracy of any such representations and warranties (the "Specified Acquisition Agreement Representations"), and (ii) the Specified Representations (as defined below) made by the Borrower and the Guarantors (as defined in the Term Sheet) in the Financing Documentation and (b) the terms of the Financing Documentation shall be in a form such that they do not impair the availability of the Senior Credit Facilities on the Closing Date if the Exclusive Funding Conditions are satisfied or waived (it being understood that, to the extent any security interest in any Collateral (as defined in the Term Sheet) (other than security interests in assets of the Borrower and Guarantors that may be perfected by (x) the filing of a financing statement under the Uniform Commercial Code, and (y) the delivery of certificates evidencing the equity interests required to be pledged pursuant to the Term Sheet) is not or cannot be provided or perfected on the Closing Date after your use of commercially reasonable efforts to do so or without undue burden or expense, then the provision and/or perfection of such security interests shall not constitute a condition precedent to the availability of the Senior Credit Facilities on the Closing Date, but instead shall be required to be perfected after the Closing Date pursuant to arrangements and timing to be mutually agreed by the Administrative Agent and the Borrower acting reasonably (but not to exceed 60 days after the Closing Date, unless extended by the Administrative Agent in its reasonable discretion)). For purposes hereof, "Specified Representations" means the representations and warranties of the Borrower and the Guarantors (after giving effect to the Transactions) set forth in the Financing Documentation relating to corporate or other organizational existence of the Credit Parties (as defined in the Term Sheet) and good standing of the Credit Parties in their respective jurisdictions of organization (if applicable); organizational power and authority, due authorization, execution and delivery and enforceability, in each case, relating to the Credit Parties entering into and performing under the Financing Documentation; no conflicts with or consents under the Credit Parties' organizational documents or applicable law, in each case, with respect to the execution, delivery and performance of the Financing Documentation; solvency as of the Closing Date (after giving effect to the Transactions) of the Borrower and its subsidiaries on a consolidated basis; Federal Reserve margin regulations; the Investment Company Act; the PATRIOT Act; use of proceeds of the Senior Credit Facilities not violating OFAC or FCPA; and creation, validity, perfection and priority of security interests in the Collateral (subject to permitted liens and the limitations set forth in the immediately preceding sentence). This Section 3, and the provisions herein, shall be referred to as the "Limited Conditionality Provision".

4. Syndication.

(a) The Lead Arranger intends and reserves the right, both prior to and after the Closing Date, to secure commitments for the Senior Credit Facilities from a syndicate of banks, financial institutions and other entities identified by the Lead Arranger in consultation with you and reasonably acceptable to you, including any relationship lenders designated by you with the consent of the Lead Arranger (such consent not to be unreasonably withheld) (such banks, financial institutions and other entities committing to the Senior Credit Facilities, including Wells Fargo Bank, the "Lenders") upon the terms set forth in this Commitment Letter. Until the earlier of (i) the date that a Successful Syndication (as defined in the Fee Letter) is achieved and (ii) the date that is 60 days following the Closing Date (such earlier date, the "Syndication Date"), you agree to, and, to the extent reasonable and practical and in all instances not in contravention of the terms of the Acquisition Agreement as in effect on the date hereof, will use commercially reasonable efforts to cause appropriate members of management of the Acquired Company to, assist us actively in achieving a syndication of the Senior Credit Facilities that is satisfactory to us and you. To assist us in our syndication efforts, you agree that you will, and will cause your representatives and non-legal advisors to, and, to the extent reasonable and practical and in all instances not in contravention of the terms of the Acquisition Agreement as in effect on the date hereof, will use commercially reasonable efforts to cause appropriate members of management of the Acquired Company and its representatives and advisors to, (i) provide promptly to the Commitment Parties and the other prospective Lenders, in each case, upon the reasonable request of the Lead Arranger, all information reasonably deemed necessary by the Lead Arranger to assist the Lead Arranger and each prospective Lender in their evaluation of the Transactions and to complete the syndication (including, without limitation, projections prepared by your management of balance sheets, income statements and cash flow statements of you and your subsidiaries for such periods after the Closing Date and during the term of the Senior Credit Facilities as are reasonably requested by the Lead Arranger), (ii) make your senior management and (to the extent reasonable and practical and in all instances not in contravention of the terms of the Acquisition Agreement as in effect on the date) use commercially reasonable efforts to make appropriate members of management of the Acquired Company available to prospective Lenders on reasonable prior notice and at reasonable and mutually agreed times and places, (iii) host, with the Lead Arranger, one or more meetings and/or calls with prospective Lenders at mutually agreed times and locations, (iv) assist, and cause your affiliates and advisors to assist, the Lead Arranger in the preparation of one or more confidential information memoranda and other customary marketing materials (which memoranda and/or other marketing materials you will use commercially reasonable efforts to finalize no later than 45 days following the date hereof), to be used in connection with the syndication, (v) use commercially reasonable efforts to ensure that the syndication efforts of the Lead Arranger benefit materially from the existing lending relationships of the Borrower and the Acquired Company, (vi) use commercially reasonable efforts to obtain, at the Borrower's expense, (A) a current public corporate rating (but no specific rating) for the Borrower from Standard & Poor's Financial Services LLC, a subsidiary of The McGraw-Hill Companies, Inc. ("S&P"), (B) a current public corporate family rating (but no specific rating) for the Borrower from Moody's Investors Service, Inc. ("Moody's") and (C) a current public rating with respect to each of the Senior Credit Facilities from each of S&P and Moody's, in each case, at least 30 days prior to the Closing Date and to participate actively in the process of securing such ratings, including having your senior management (and, to the extent reasonable and practical and in all instances not in contravention of the terms of the Acquisition Agreement as in effect on the date hereof, using commercially reasonable efforts to have) appropriate members of management of the Acquired Company meet with such rating agencies, and (vii) your ensuring (and, to the extent practical and appropriate and in all instances not in contravention of the terms of the Acquisition Agreement as in effect on the date hereof, using your commercially reasonable efforts to cause the Acquired Company to ensure) that prior to the Syndication Date (and, if later, prior to the Closing Date) there will be no competing issues, offerings, placements, arrangements or syndications of debt securities or commercial bank or other credit facilities by or on behalf of you or your subsidiaries or the Acquired Company or its subsidiaries being announced, offered, placed or arranged (other than the Senior Credit Facilities) without the written consent of the Lead Arranger, unless such issuance, offering, placement, arrangement or syndication would not reasonably be expected to materially and adversely impair the primary syndication of the Senior Credit Facilities (it being understood that (A) indebtedness incurred in the ordinary course of business of the Borrower and its subsidiaries for capital expenditures and working capital purposes, (B) Permitted Surviving Debt, (C) amendments, replacements, extensions, refinancings and renewals of existing indebtedness of Carrols, the Acquired Company and/or their respective subsidiaries, in each case, in consultation with the Lead Arranger, (D) revolver drawings under the Existing Credit Agreement and (E) any other indebtedness agreed between the Lead Arranger and you will not materially impair the syndication of the Senior Credit Facilities). Notwithstanding anything to the contrary contained in this Commitment Letter or the Fee Letter, none of the following shall constitute a condition to the commitments hereunder or the funding of the Senior Credit Facilities on the Closing Date or any time thereafter and shall not constitute a condition precedent to the Closing Date: (i) the obtaining of the ratings referenced above, (ii) the compliance with any of the other provisions set forth in this paragraph or (iii) the completion of the syndication of the Senior Credit Facilities.

(b) The Lead Arranger and/or one or more of its affiliates will exclusively manage all aspects of the syndication of the Senior Credit Facilities (in consultation with you), including decisions as to the selection and number of prospective Lenders to be approached, when they will be approached, whose commitments will be accepted, any titles offered to the Lenders and the final allocations of the commitments and any related fees among the Lenders, and the Lead Arranger will exclusively perform all functions and exercise all authority as is customarily performed and exercised in such capacities; provided that any Lenders from which commitments have been accepted shall be reasonably acceptable to you. Notwithstanding the Lead Arranger's right to syndicate the Senior Credit Facilities and receive commitments with respect thereto, unless otherwise agreed to by you and except as set forth in Section 2, (i) Wells Fargo Bank shall not be relieved or released from its obligations hereunder (including its obligation to fund the Senior Credit Facilities on the Closing Date) in connection with any syndication, assignment or participation in the Senior Credit Facilities, (ii) no assignment by any Commitment Party shall be effective until after the initial funding of the Senior Credit Facilities and the occurrence of the Closing Date and (iii) unless you and we agree in writing, Wells Fargo Bank will retain exclusive control over all rights and obligations with respect to its Commitment in respect of the Senior Credit Facilities, including all rights with respect to consents, modifications, supplements, waivers and amendments, until the Closing Date has occurred. Without limiting your obligations to assist with the syndication efforts as set forth herein, it is understood that the Commitment hereunder is not conditioned upon the syndication of, or receipt of commitments in respect of, the Senior Credit Facilities or your satisfaction of such obligations, and in no event shall the successful completion of the syndication of the Senior Credit Facilities or your satisfaction of such obligations constitute a condition to the availability of the Senior Credit Facilities on the Closing Date.

5. Information.

(a) You represent and warrant (solely as relates to matters with respect to the Acquired Company and its subsidiaries, prior to the Closing Date, to your knowledge) that (but the accuracy of which representation and warranty shall not be a condition to the commitments hereunder or the funding of the Senior Credit Facilities on the Closing Date) (i) all written information and written data (such information and data, other than the Projections, as defined below, other forward-looking information and information of a general economic or industry specific nature, the "Information") concerning you, the Borrower, the Acquired Company and their respective subsidiaries and the Transactions that has been or will be made available to the Commitment Parties by you, the Acquired Company or any of your or their representatives, subsidiaries or affiliates (or on your or their behalf), when taken as a whole, does not, and in the case of Information made available after the date hereof, will not, when furnished, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, in light of the circumstances under which they were made, not misleading (after giving effect to all supplements and updates thereto provided in accordance with the immediately succeeding sentence); and (ii) all financial projections concerning you, the Borrower, the Acquired Company and their respective subsidiaries, taking into account the consummation of the Transactions, that have been or will be made available to the Commitment Parties by you, the Acquired Company or any of your or their representatives, subsidiaries or affiliates (or on your or their behalf) (the "Projections") have been or will be prepared in good faith based upon assumptions believed by you or the Acquired Company to be reasonable at the time made available to the Commitment Parties or the prospective Lenders, it being understood that such Projections are not to be viewed as facts and are subject to significant uncertainties and contingencies, many of which are beyond your control, that no assurance can be given that any particular financial projections will be realized, and that actual results may vary materially from the Projections. You agree that if, at any time prior to the later of the Closing Date and the Syndication Date, you become aware that any of the representations and warranties contained in the preceding sentence would be incorrect in any material respect if the Information and Projections were being furnished, and such representations were being made, at such time, then you will promptly (or prior to the Closing Date, with respect to Information or Projections concerning the Acquired Company and its subsidiaries, you will use commercially reasonable efforts to) supplement the Information and the Projections so that such representations are correct in all material respects under those circumstances; provided that any such supplement shall cure any breach of such representations to the extent such supplement is provided prior to the earlier of the Closing Date or the Syndication Date. In arranging the Senior Credit Facilities, we will be entitled to use and rely upon, without responsibility to verify independently, the Information and the Projections. You acknowledge that we may share with any of our affiliates (it being understood that such affiliates will be subject to the confidentiality agreements between you and us), and such affiliates may share with the Commitment Parties, any information related to you, the Acquired Company, or any of your or their respective subsidiaries or affiliates (including, without limitation, in each case, information relating to creditworthiness) and the transactions contemplated hereby.

(b) You acknowledge that (i) the Commitment Parties will make available, on your behalf, the Information, Projections and other marketing materials and presentations, including the confidential information memoranda (collectively, the "Informational Materials"), to the prospective Lenders by posting the Informational Materials on SyndTrak Online or by other similar electronic means (collectively, the "Electronic Means") and (ii) certain prospective Lenders may be "public side" (i.e., lenders that do not wish (or that have personnel that do not wish) to receive material non-public information (within the meaning of the United States federal securities laws) (or information that would not customarily be made publicly available if the Acquired Company were to become a public reporting company, "MNPI") with respect to you, the Borrower, the Acquired Company or their subsidiaries or affiliates or any of their respective securities, and who may be engaged in investment and other market-related activities with respect to such entities' securities (such prospective Lenders, "Public Lenders"). At the request of the Lead Arranger, (A) you will assist, and cause your affiliates, advisors, and to the extent possible using commercially reasonable efforts, appropriate representatives of the Acquired Company to assist, the Lead Arranger in the preparation of Informational Materials to be used in connection with the syndication of the Senior Credit Facilities to Public Lenders, which will not contain MNPI (the "Public Informational Materials"), (B) at our request, you will identify and conspicuously mark any Public Informational Materials "*PUBLIC*, and (C) we shall be entitled to treat as containing MNPI any Informational Materials not specifically identified by you as "*PUBLIC*". Notwithstanding the foregoing, you agree that the Commitment Parties may distribute the following documents to all prospective Lenders (including the Public Lenders) on your behalf, unless you advise the Commitment Parties in writing (including by email) within a reasonable time prior to their intended distributions that such material should not be distributed to Public Lenders (provided that you shall have been given a reasonable opportunity to review such documents and comply with the U.S. Securities and Exchange Commission disclosure requirements): (w) administrative materials for prospective Lenders such as lender meeting invitations and funding and closing memoranda, (x) notifications of changes in the terms of the Senior Credit Facilities, (y) financial information regarding the Borrower and the Acquired Company and their subsidiaries (other than the Projections and other financial information containing forward-looking statements) and (z) drafts and final versions of the Term Sheet and the Financing Documentation. If you advise us in writing (including by email) that any of the foregoing items (other than the Financing Documentation) should not be distributed to Public Lenders, then the Commitment Parties will not distribute such materials to Public Lenders without further discussions with you. Before distribution of any Informational Materials to prospective Lenders, you shall provide us with a customary letter authorizing the dissemination of the Informational Materials, confirming the accuracy and completeness in all material respects of the information contained therein, in the case of Public Informational Materials, confirming the absence of MNPI therefrom, and exculpating (i) us, our direct and indirect equity holders and our and their affiliates with respect to any liability related to the use or misuse of the contents of such Information Materials or any related marketing material by the recipients thereof and (ii) you, the Borrower, the Acquired Company, your and their direct and indirect equity holders and your and their respective affiliates with respect to any liability related to the misuse of the contents of such Information Materials or any related marketing material by the recipients thereof.

(a) You hereby authorize the Lead Arranger to download copies of the Borrower's trademark logos from its website and post copies thereof on the SyndTrak site or similar workspace established by the Lead Arranger to syndicate the Senior Credit Facilities and use the logos on any confidential information memoranda, presentations and other marketing materials prepared in connection with the syndication of the Senior Credit Facilities or in any advertisements (to which you consent, such consent not to be unreasonably withheld) that we may place after the closing of the Senior Credit Facilities in financial and other newspapers, journals, the World Wide Web, home page or otherwise, at their own expense describing its services to the Borrower hereunder.

6. Fees. As consideration for the commitments and agreements of the Commitment Parties hereunder, you agree to cause to be paid the nonrefundable fees described in the letter dated the date hereof and delivered herewith (the "Fee Letter") on the terms and subject to the conditions set forth therein.

7. Indemnification. You agree to indemnify and hold harmless the Commitment Parties and each of their respective affiliates, directors, officers, employees, partners, representatives, advisors and agents and each of their respective heirs, successors and assigns (each, an "Indemnified Party") from and against any and all actions, suits, losses, claims, damages, penalties, liabilities and out-of-pocket expenses of any kind or nature (including legal expenses), joint or several, to which such Indemnified Party may become subject or that may be incurred or asserted or awarded against such Indemnified Party, in each case arising out of or in connection with or by reason of (including, without limitation, in connection with any investigation, litigation or proceeding or preparation of a defense in connection therewith) (a) any matters contemplated by this Commitment Letter, the Transactions or any related transaction (including, without limitation, the execution and delivery of this Commitment Letter and the Financing Documentation and the closing of the Transactions) or (b) the use or the contemplated use of the proceeds of the Senior Credit Facilities, and will reimburse each Indemnified Party for all out-of-pocket expenses (including reasonable attorneys' fees, expenses and charges (limited to one counsel for all Indemnified Parties, taken as a whole, and, if reasonably necessary, a single local counsel to all Indemnified Parties, taken as a whole, in each relevant material jurisdiction and, solely in the case of a conflict of interest, one additional counsel in each applicable material jurisdiction to the affected Indemnified Parties similarly situated taken as a whole)) within 30 days after demand therefor (together with reasonably detailed backup documentation) as they are incurred in connection with any of the foregoing; provided that no Indemnified Party will have any right to indemnification for any of the foregoing to the extent resulting from (i) such Indemnified Party's own gross negligence or willful misconduct as determined by a court of competent jurisdiction in a final non-appealable judgment, (ii) a claim brought by you against an Indemnified Party for material breach in bad faith of the funding obligations of such Indemnified Party under this Commitment Letter as determined by a court of competent jurisdiction in a final non-appealable judgment or (iii) any dispute solely among Indemnified Parties, other than any claims against any Commitment Party in its respective capacity or in fulfilling its role as an administrative agent or arranger or any similar role hereunder or under the Senior Credit Facilities, and other than any claims arising out of any act or omission on the part of you or your subsidiaries or affiliates. In the case of an investigation, litigation or proceeding to which the indemnity in this paragraph applies, such indemnity shall be effective whether or not such investigation, litigation or proceeding is brought by you, your equity holders or creditors or an Indemnified Party, whether or not an Indemnified Party is otherwise a party thereto and whether or not the transactions contemplated hereby are consummated. You also agree that no Indemnified Party will have any liability (whether direct or indirect, in contract or tort, or otherwise) to you or your affiliates or to your or their respective equity holders or creditors arising out of, related to or in connection with any aspect of the transactions contemplated hereby, except to the extent such liability to you is determined in a final, non-appealable judgment by a court of competent jurisdiction to have resulted from (A) such Indemnified Party's own gross negligence or willful misconduct or (B) a material breach in bad faith of the funding obligations of such Indemnified Party under this Commitment Letter. Neither (x) any Indemnified Party nor (y) you, the Borrower, the Acquired Company (or any of your or their respective subsidiaries or affiliates) will be liable for any indirect, consequential, special or punitive damages in connection with this Commitment Letter, the Fee Letter, the Financing Documentation or any other element of the Transactions; provided that nothing contained in this sentence shall limit your indemnification obligations to the extent such indirect, consequential, special or punitive damages are included in any third party claim in connection with which such Indemnified Party is entitled to indemnification pursuant to the indemnification provisions hereunder. No Indemnified Party will be liable to you, your affiliates or any other person for any damages arising from the use by others of Informational Materials or other materials obtained by Electronic Means, except to the extent that your damages are found in a final non-appealable judgment by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of such Indemnified Party. You shall not, without the prior written consent of each Indemnified Party affected thereby, settle any threatened or pending claim or action that would give rise to the right of any Indemnified Party to claim indemnification hereunder unless such settlement (x) includes a full and unconditional release of all liabilities arising out of such claim or action against such Indemnified Party, (y) does not include any statement as to or an admission of fault, culpability or failure to act by or on behalf of such Indemnified Party and (z) requires no action on the part of the Indemnified Party other than its consent.

8. Confidentiality.

(a) This Commitment Letter and the Fee Letter (collectively, the "Commitment Documents") and the existence and contents hereof and thereof shall be confidential and may not be disclosed, directly or indirectly, by you in whole or in part to any person without our prior written consent, except for (i) the disclosure of the Commitment Documents on a confidential basis to your directors, officers, employees, accountants, attorneys and other professional advisors who have been advised of their obligation to maintain the confidentiality of the Commitment Documents for the purpose of evaluating, negotiating or entering into the Transactions, (ii) the disclosure of the Commitment Documents as required by law or other compulsory process (in which case, you agree, to the extent permitted by law, to inform us promptly in advance thereof), (iii) the disclosure of the Commitment Documents on a confidential basis to the board of directors, officers and advisors of the Acquired Company in connection with its consideration of the Acquisition, (provided that any information relating to pricing (including in any "market flex" provisions that relate to pricing), fees and expenses has been redacted in a manner reasonably acceptable to us), (iv) the disclosure of this Commitment Letter, but not the Fee Letter, in any required filings with the Securities and Exchange Commission and other applicable regulatory authorities and stock exchanges, (v) the disclosure of the Term Sheet and the existence of the Commitment Letter to any ratings agency in connection with the Transactions, (vi) disclosures made with the consent of the Commitment Parties, (vii) disclosure of the existence of the Fee Letter and the fees contained therein as part of generic disclosure regarding fees and expenses in connection with any syndication of the Senior Credit Facilities without disclosing any specific fees set forth therein, or on a redacted basis in a manner reasonably acceptable to the Lead Arranger or for customary accounting purposes, including accounting for deferred financing costs, (viii) the disclosure of the Commitment Letter, but not the Fee Letter (after this Commitment Letter and the Fee Letter have been accepted by you) on a confidential basis to any prospective Additional Agent or affiliate thereof, and (ix) the disclosure of this Commitment Letter and the contents hereof (but not the Fee Letter and the contents thereof) in any syndication of the Senior Credit Facilities or in any proxy statement or other public filing in connection with the Transactions. In connection with any disclosure by you to any third party as set forth above (except as set forth in clauses (ii), (iv), (v) and (vii) above), you shall notify such third party of the confidential nature of the Commitment Documents and agree to be responsible for any failure by any third party to whom you disclosed the Commitment Documents or any portion thereof to maintain the confidentiality of the Commitment Documents or any portion thereof. Your obligations under this paragraph with regard to this Commitment Letter (but not the Fee Letter) shall terminate on the earlier of (x) the second anniversary of the date hereof or (y) one year following the termination of this Commitment Letter in accordance with its terms.

(b) The Commitment Parties shall use all confidential information provided to it by or on behalf of you or your affiliates in the course of the Transactions solely for the purposes of providing the services that are the subject of this Commitment Letter and shall treat all such information as confidential; provided that nothing herein shall prevent the Lead Arranger or their respective affiliates from disclosing any such information, (i) to any Lenders or participants or prospective Lenders or prospective participants (provided that any such disclosure shall be made subject to the acknowledgment and acceptance by such Lender or participant or prospective Lender or prospective participant that such information is being disseminated on a confidential basis (and they shall agree to be bound to substantially the same terms as are set forth in this paragraph or as are otherwise reasonably acceptable to you and us, including as agreed in any informational memoranda or other marketing materials) in accordance with the standard syndication processes of the Commitment Parties or customary market standard for dissemination of such type of information), (ii) pursuant to the order of any court or administrative agency or in any judicial or administrative proceeding or as otherwise required by law or compulsory legal process (in which case the applicable Commitment Party shall use commercially reasonable efforts to promptly notify you, in advance, to the extent practicable and permitted by law), (iii) upon the request or demand of any regulatory authority having jurisdiction over any of the Commitment Parties (in which case the applicable Commitment Party shall use commercially reasonable efforts to, except with respect to any audit or examination conducted by bank accountants or any governmental regulatory authority exercising examination or regulatory authority, promptly notify you, in advance, to the extent practicable and permitted by law), (iv) to our respective affiliates involved in the Transactions and their and their affiliates' respective directors, officers, employees, accountants, attorneys, agents and other professional advisors (collectively, "Representatives") on a need-to-know basis who are informed of the confidential nature of such information and are or have been advised of their obligation to keep information of this type confidential, (v) to ratings agencies in connection with the Transactions, (vi) to the extent that such information is independently developed by the Commitment Parties, so long as the Commitment Parties have not otherwise breached their confidentiality obligations hereunder and have not developed such information based on information received from a third party that to their knowledge has breached confidentiality obligations owing to you, (vii) to the extent any such information becomes publicly available other than by reason of disclosure by us in breach of this provision, (vii) to the extent that such information is received by a Commitment Party or an affiliate of a Commitment Party from a third party that is not to its knowledge subject to confidentiality obligations to you or your affiliates, (viii) for purposes of establishing a "due diligence" defense, (ix) in connection with the exercise of any remedies hereunder, any action or proceeding relating to the Commitment Documents or the enforcement of rights thereunder, or (x) with your prior written consent. The provisions of this paragraph with respect to the Commitment Parties and their respective affiliates shall automatically terminate on the earlier of (x) one year following the date of this Commitment Letter and (y) the execution of the definitive documentation for the Senior Credit Facilities (in which case, the confidentiality provisions in the definitive documentation shall supersede the provisions of this paragraph). The terms of this paragraph shall supersede all prior confidentiality or non-disclosure agreements and understandings between you and the Commitment Parties relating the Transactions.

(c) The Commitment Parties shall be permitted to use information related to the syndication and arrangement of the Senior Credit Facilities in connection with obtaining a CUSIP number, marketing, press releases or other transactional announcements or updates provided to investor or trade publications, subject to confidentiality obligations or disclosure restrictions reasonably requested by you (provided that you shall have been given a reasonable opportunity to review any such disclosure). Prior to the Closing Date, the Commitment Parties shall have the right to review and approve any public announcement or public filing made by you, the Acquired Company or your or their respective representatives relating to the Senior Credit Facilities or to any of the Commitment Parties in connection therewith, before any such announcement or filing is made (such approval not to be unreasonably withheld or delayed).

9. PATRIOT Act Notification. The Commitment Parties hereby notify you that pursuant to the requirements of the USA PATRIOT Act, Title III of Pub. L. 107-56 (signed into law October 26, 2001) (the "PATRIOT Act"), each of them is required to obtain, verify and record information that identifies you and any additional Credit Parties, which information includes your and their respective names, addresses, tax identification numbers and other information (including, for the avoidance of doubt, a certification regarding beneficial ownership as required by 31 C.F.R. §1010.230 (the "Beneficial Ownership Regulation")) that will allow the Commitment Parties and the other prospective Lenders to identify you and such other parties in accordance with the PATRIOT Act. This notice is given in accordance with the requirements of the PATRIOT Act and is effective for each of us and the prospective Lenders.

10. Other Services.

(a) Nothing contained herein shall limit or preclude the Commitment Parties or any of their respective affiliates from carrying on any business with, providing banking or other financial services to, or from participating in any capacity, including as an equity investor, in any party whatsoever, including, without limitation, any competitor, supplier or customer of you, the Acquired Company or any of your or their respective affiliates, or any other party that may have interests different than or adverse to such parties.

(b) You acknowledge that the Commitment Parties and their affiliates (the term "*Commitment Parties*" as used in this Section being understood to include such affiliates) (i) may be providing debt financing, equity capital or other services (including financial advisory services) to other entities and persons with which you**,** the Acquired Company or your or their respective affiliates may have conflicting interests regarding the Transactions and otherwise, (ii) may act, without violation of its contractual obligations to you, as it deems appropriate with respect to such other entities or persons, and (iii) have no obligation in connection with the Transactions to use, or to furnish to you, the Acquired Company or your or their respective affiliates or subsidiaries, confidential information obtained from other entities or persons. Additionally, you acknowledge that Wells Fargo Bank currently is acting as administrative agent and a lender under the Existing Credit Agreement, and your and your affiliates' rights and obligations under any other agreement with Wells Fargo Bank or any of its affiliates (including the Existing Credit Agreement) that currently or hereafter may exist are, and shall be, separate and distinct from the rights and obligations of the parties pursuant to this Commitment Letter, and none of such rights and obligations under such other agreements shall be affected by the Lead Arranger's performance or lack of performance of services hereunder. You hereby agree that Wells Fargo Bank and Wells Fargo Securities may render their services under this Commitment Letter notwithstanding any actual or potential conflict of interest presented by the foregoing, and you agree not to assert any claim you might allege based on any actual or potential conflicts of interest that might be asserted to arise or result from, on the one hand, the engagement of Wells Fargo Securities or Wells Fargo Bank and their affiliates, and on the other hand, Wells Fargo Securities' and Wells Fargo Bank's and their affiliates' relationships with you as described and referred to in this Commitment Letter. The terms of this paragraph shall survive the expiration or termination of this Commitment Letter for any reason whatsoever.

(c) In connection with all aspects of the Transactions, you acknowledge and agree that: (i) the Senior Credit Facilities and any related arranging or other services contemplated in this Commitment Letter constitute an arm's-length commercial transaction between you and your affiliates, on the one hand, and the Commitment Parties, on the other hand, and you are capable of evaluating and understanding and understand and accept the terms, risks and conditions of the Transactions, (ii) in connection with the process leading to the Transactions, each of the Commitment Parties is and has been acting solely as a principal and not as a financial advisor, agent or fiduciary, for you, the Acquired Company or any of your or their respective management, affiliates, equity holders, directors, officers, employees, creditors or any other party, (iii) no Commitment Party or any affiliate thereof has assumed or will assume an advisory, agency or fiduciary responsibility in your or your affiliates' favor with respect to any of the Transactions or the process leading thereto (irrespective of whether any Commitment Party or any of its affiliates has advised or is currently advising you or your affiliates or the Acquired Company or its affiliates on other matters) and no Commitment Party has any obligation to you or your affiliates with respect to the Transactions except those obligations expressly set forth in the Commitment Documents, (iv) the Commitment Parties and their respective affiliates may be engaged in a broad range of transactions that involve interests that differ from yours and those of your affiliates and no Commitment Party shall have any obligation to disclose any of such interests, and (v) no Commitment Party has provided any legal, accounting, regulatory or tax advice with respect to any of the Transactions and you have consulted your own legal, accounting, regulatory and tax advisors to the extent you have deemed appropriate. You hereby waive and release, to the fullest extent permitted by law, any claims that you may have against any Commitment Party or any of their respective affiliates with respect to any breach or alleged breach of agency, fiduciary duty or conflict of interest.

11. Acceptance/Expiration of Commitments.

(a) This Commitment Letter and the Commitment of Wells Fargo Bank and the undertakings of Wells Fargo Securities set forth herein shall automatically terminate at 5:00 p.m. Eastern Time) on February 19, 2019 (the "Acceptance Deadline"), without further action or notice unless signed counterparts of this Commitment Letter and the Fee Letter shall have been delivered to the Lead Arranger by such time.

(b) In the event this Commitment Letter is accepted by you as provided above, the commitments and agreements of Wells Fargo Bank and the undertakings of Wells Fargo Securities set forth herein will automatically terminate without further action or notice upon the earliest to occur of (i) the consummation of the Transactions (with or without the use of the Senior Credit Facilities), (ii) the termination of the Acquisition Agreement in accordance with its terms prior to consummation of the Acquisition and (iii) 5:00 p.m. (Eastern Time) on the date that is five (5) business days after the End Date (as defined in the Acquisition Agreement as in effect on the date hereof), if the Closing Date shall not have occurred by such time.

12. Survival. The sections of this Commitment Letter relating to "Expenses", "Indemnification", "Confidentiality", "Other Services", "Survival", "Governing Law" and "Miscellaneous" shall survive any termination or expiration of this Commitment Letter, the commitments of the Commitment Parties or the undertakings of Wells Fargo Securities set forth herein (regardless of whether definitive Financing Documentation is executed and delivered), and the sections relating to "Syndication", "Information," "Confidentiality", "Other Services", "Survival" and "Governing Law" shall survive until the Syndication Date; provided that your obligations under this Commitment Letter (other than your obligations with respect to the sections of this Commitment Letter relating to "Syndication" (if the Senior Credit Facilities have been funded), "Information" (limited to the second sentence of Section 5(a) (if the Senior Credit Facilities have been funded)) and "Confidentiality") shall, to the extent covered by the provisions of the Financing Documentation, automatically terminate and be superseded by such provisions of the Financing Documentation. You may terminate this Commitment Letter and/or all or a portion of the Commitment hereunder with respect to the Senior Credit Facilities (or any portion thereof) any time subject to the provisions of the preceding sentence and the Fee Letter.

13. Governing Law. **THE COMMITMENT DOCUMENTS, AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED THERETO (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF OR THEREOF), SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 AND SECTION 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), WITHOUT REFERENCE TO ANY OTHER CONFLICTS OR CHOICE OF LAW PRINCIPLES THEREOF; PROVIDED THAT, NOTWITHSTANDING THE FOREGOING TO THE CONTRARY, IT IS UNDERSTOOD AND AGREED THAT ANY DETERMINATIONS AS TO (X) WHETHER ANY SPECIFIED ACQUISITION AGREEMENT REPRESENTATIONS HAVE BEEN BREACHED AND WHETHER AS A RESULT OF ANY BREACH THEREOF YOU HAVE THE RIGHT TO TERMINATE YOUR OBLIGATIONS UNDER THE ACQUISITION AGREEMENT OR TO OTHERWISE DECLINE TO CLOSE THE ACQUISITION, (Y) WHETHER A "MATERIAL ADVERSE EFFECT" (AS DEFINED IN THE CONDITIONS ANNEX) HAS OCCURRED, AND (Z) THE DETERMINATION OF WHETHER THE ACQUISITION HAS BEEN CONSUMMATED IN ACCORDANCE WITH THE TERMS OF THE ACQUISITION AGREEMENT SHALL, IN EACH CASE BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM ARISING OUT OF THE COMMITMENT DOCUMENTS OR THE PERFORMANCE OF SERVICES THEREUNDER.** With respect to any suit, action or proceeding arising in respect of this Commitment Letter or the Fee Letter or any of the matters contemplated hereby or thereby, the parties hereto hereby irrevocably and unconditionally submit to the exclusive jurisdiction of any state or federal court located in the Borough of Manhattan, and irrevocably and unconditionally waive any objection to the laying of venue of such suit, action or proceeding brought in such court and any claim that such suit, action or proceeding has been brought in an inconvenient forum. The parties hereto hereby agree that service of any process, summons, notice or document by registered mail addressed to you or each of the Commitment Parties will be effective service of process against such party for any action or proceeding relating to any such dispute. A final judgment in any such action or proceeding may be enforced in any other courts with jurisdiction over you or each of the Commitment Parties.

14. Miscellaneous. This Commitment Letter and the Fee Letter embody the entire agreement and understanding among the Commitment Parties and you and your affiliates with respect to the specific matters set forth above and supersede all prior agreements and understandings relating to the subject matter hereof. No person has been authorized by any of the Commitment Parties to make any oral or written statements inconsistent with this Commitment Letter or the Fee Letter. This Commitment Letter and the Fee Letter shall not be assignable by any party hereto (except by the Commitment Parties as expressly set forth in Section 2 hereof or by you on the Closing Date substantially concurrently with the closing of the Transaction to the ultimate borrower under the Senior Credit Facilities without the prior written consent of the Commitment Parties, and any purported assignment without such consent shall be void. This Commitment Letter and the Fee Letter are not intended to benefit or create any rights in favor of any person other than the parties hereto, the prospective Lenders and, with respect to indemnification, each Indemnified Party. This Commitment Letter and the Fee Letter may be executed in separate counterparts and delivery of an executed signature page of this Commitment Letter and the Fee Letter by facsimile, electronic mail or other electronic means shall be effective as delivery of manually executed counterpart hereof; provided that, upon the request of any party hereto, such facsimile transmission or electronic mail transmission shall be promptly followed by the original thereof. This Commitment Letter and the Fee Letter may only be amended, modified or superseded by an agreement in writing signed by each of you and the Commitment Parties, and shall remain in full force and effect and not be superseded by any other documentation unless such other documentation is signed by each of the parties hereto and expressly states that this Commitment Letter is superseded thereby. Each of the parties hereto agrees that this Commitment Letter and the Fee Letter are binding and enforceable agreements with respect to the subject matter contained herein and therein, including the good faith negotiation of the Financing Documentation by the parties hereto in a manner consistent with this Commitment Letter, it being understood and agreed that the funding and availability of the Senior Credit Facilities on the Closing Date are subject only to the satisfaction or waiver of the Exclusive Funding Conditions.

[Signature Pages Follow]

If you are in agreement with the foregoing, please indicate acceptance of the terms hereof by signing the enclosed counterpart of this Commitment Letter and returning it to the Lead Arranger, together with executed counterparts of the Fee Letter, by no later than the Acceptance Deadline.

Sincerely,

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: /s/ Emily Sutton
Name: Emily Sutton
Title: Director

WELLS FARGO SECURITIES, LLC

By: /s/ Adam Hyder
Name: Adam Hyder
Title: Director

Agreed to and accepted as of the date first above written:

CARROLS RESTAURANT GROUP, INC.

By: /s/ Paul R. Flanders
Name: Paul R. Flanders
Title: Vice President and Chief Financial Officer

ANNEX A

TRANSACTION DESCRIPTION

Capitalized terms used but not defined in this Annex A shall have the meanings set forth in the letter to which this Annex A is attached or in Annex B or C thereto, as applicable. In the case of any such capitalized term that is subject to multiple and differing definitions, the appropriate meaning thereof shall be determined by reference to the context in which it is used.

It is intended that:

(a) Pursuant to an Agreement and Plan of Merger (together with the exhibits and disclosures schedules thereto, the "Acquisition Agreement"), by and among Carrols Restaurant Group, Inc. ("Carrols" or "you"), a Delaware corporation, Carrols Holdco Inc., a Delaware corporation and a wholly owned subsidiary of Carrols ("NewCRG" or the "Borrower"), GRC Mergersub Inc., a Delaware corporation and a wholly owned subsidiary of NewCRG ("Carrols Merger Sub"), GRC Mergersub LLC, a Delaware limited liability company and a wholly owned subsidiary of NewCRG ("Carrols CFP Merger Sub"), Cambridge Franchise Partners, LLC ("CFP"), a Delaware limited liability company, Cambridge Franchise Holdings, LLC, a Delaware limited liability company and a wholly owned subsidiary of CFP (the "LLC Member") and New CFH, LLC, a Delaware limited liability company and a wholly owned subsidiary of the LLC Member (the "Acquired Company"), (i) Carrols Merger Sub shall be merged with and into Carrols, whereupon the separate existence of Carrols Merger Sub shall cease and Carrols shall be the surviving corporation and a wholly-owned subsidiary of NewCRG, and (ii) Carrols CFP Merger Sub shall be merged with and into the Acquired Company, whereupon the separate existence of Carrols CFP Merger Sub shall cease and the Acquired Company shall be the surviving entity and a wholly-owned subsidiary of NewCRG, in accordance with the terms thereof (the foregoing mergers, the "Acquisition").

(b) The Borrower will obtain senior secured first-lien loan facilities described in the Term Sheet consisting of (i) the Revolving Credit Facility and (ii) the Term Loan B Facility, in each case, on the terms and conditions set forth in the Term Sheet.

(c) (i) All existing third party indebtedness for borrowed money of the Acquired Company (other than (w) any such indebtedness that the Lead Arranger and you agree may remain outstanding under the Financing Documentation or the Acquisition Agreement, (x) any such indebtedness permitted to remain outstanding under the Acquisition Agreement, (y) any such indebtedness of the Acquired Company and its subsidiaries contemplated by the Acquisition Agreement, and (z) any such indebtedness comprising ordinary course capital leases, purchase money indebtedness, equipment financings and letters of credit (the foregoing indebtedness, collectively, the "Permitted Surviving Debt")) will be refinanced or repaid and all security interests and guarantees in connection therewith will be terminated or released and (ii) (x) the Credit Agreement, dated as of May 30, 2012, among Carrols, Wells Fargo Bank, National Association, as administrative agent ("Existing Bank Administrative Agent") and each of the other parties thereto (as amended, restated or otherwise modified as of immediately prior to the Closing Date, the "Existing Credit Agreement") will be repaid in full and all security interests and guarantees in connection therewith will be terminated or released (with cash collateral or other arrangements mutually agreed by the Borrower and the Existing Bank Administrative Agent being provided with respect to outstanding letters of credit and outstanding treasury management and hedging obligations then secured by such collateral and guarantees) and (y) notice of redemption shall be given for all of Carrols' issued and outstanding 8.000% Senior Secured Second Lien Notes due 2022, governed by that certain indenture, dated April 29, 2015 (as supplemented by the Officers' Certificate dated June 23, 2017, the "Indenture"), all security interests and guarantees in connection therewith will be terminated or released and the Indenture will be satisfied and discharged (clauses (i) and (ii), collectively, the "Refinancing"). For the avoidance of doubt, notwithstanding the foregoing exceptions, all existing third party indebtedness for borrowed money of the Acquired Company specified in Schedule 3.12(a)(vii) of the Acquisition Agreement will be refinanced or repaid and all security interests and guarantees in connection therewith will be terminated or released.

(d) The proceeds of the Senior Credit Facilities received on the Closing Date shall be applied to finance the Refinancing, the costs and expenses related to the Transactions and the Borrower's ongoing working capital requirements and other general corporate purposes.

The transactions described above are collectively referred to herein as the "Transactions."

ANNEX B

$500,000,000
SENIOR SECURED CREDIT FACILITIES
SUMMARY OF PROPOSED TERMS AND CONDITIONS

Capitalized terms used but not defined in this Annex B (this "Term Sheet") shall have the meanings set forth in the commitment letter to which this Annex B is attached or in Annex A or C thereto, as applicable. In the case of any such capitalized term that is subject to multiple and differing definitions, the appropriate meaning thereof shall be determined by reference to the context in which it is used.

Borrower:	Carrols Holdco Inc., a Delaware corporation (the "Borrower").
Sole Lead Arranger and Sole Bookrunner:	Wells Fargo Securities, LLC will act as sole lead arranger and sole bookrunner (in such capacity, the "Lead Arranger").
Lenders:	Wells Fargo Bank, National Association and a syndicate of financial institutions and other entities (each a "Lender" and, collectively, the "Lenders").
Administrative Agent and Issuing Bank:	Wells Fargo Bank, National Association (in such capacity, the "Administrative Agent" or the "Issuing Bank", as the case may be).
Senior Credit Facilities:	Senior secured credit facilities (the "Senior Credit Facilities") in an aggregate principal amount of $500.0 million, such Senior Credit Facilities to consist of: (a) Revolving Credit Facility. A revolving credit facility in an aggregate principal amount of $100.0 million (the "Revolving Credit Facility") (with a subfacility for standby letters of credit (each, a "Letter of Credit") in a maximum amount to be mutually determined and on customary terms and conditions). Letters of Credit will be issued by the Issuing Bank and each Lender with a commitment under the Revolving Credit Facility will purchase an irrevocable and unconditional participation in each Letter of Credit. Letters of Credit may be issued on the Closing Date in the ordinary course of business and to replace or provide credit support for any existing letters of credit (including by "grandfathering" such existing letters of credit into the Revolving Credit Facility). (b) Term Loan B Facility. A term loan facility in an aggregate principal amount of $400.0 million (the "Term Loan B Facility").
Use of Proceeds:	The proceeds of the Term Loan B Facility will be used to finance (a) the Refinancing and (b) the payment of fees and expenses incurred in connection with the Transactions. The proceeds of the Revolving Credit Facility will be used to finance (a) the Refinancing, (b) the payment of fees and expenses incurred in connection with the Transactions, and (c) ongoing working capital and for other general corporate purposes of the Borrower and its subsidiaries, including permitted acquisitions, and required expenditures under development agreements (including those with Burger King and Popeye's).

Availability:	The Revolving Credit Facility will be available on a revolving basis from and after the Closing Date until the Revolving Credit Maturity Date (as defined below)**.** The Term Loan B Facility will be available only in a single draw of the full amount of the Term Loan B Facility on the Closing Date.
Incremental Term Loans/ Revolving Facility Increases:	After the Closing Date, the Borrower will be permitted to incur (a) additional term loans under a new term facility that will be included in the Term Loan B Facility (each, an "Incremental Term Loan") and/or (b) increases in the Revolving Credit Facility (each, a "Revolving Facility Increase"; the Incremental Term Loans and any Revolving Facility Increase are collectively referred to as "Incremental Facilities"), in an aggregate principal amount for all such Incremental Term Loans and Revolving Facility Increases not to exceed the sum of (a) the greater of (i) $135.0 million and (ii) 100% of Consolidated EBITDA (as defined in accordance with the Documentation Principles) of the Borrower and its subsidiaries for the four consecutive fiscal quarters most recently ended for which financial statements have been delivered to the Lenders ("LTM Consolidated EBITDA") less any amount applied pursuant to clause (a)(v) under "Negative Covenants", (b) all voluntary prepayments, repurchases, redemptions and other retirements of the Term Loan B Facility, any Incremental Term Loans, any Incremental Equivalent Debt (as defined below) secured on a *pari passu* basis with the Term Loan B Facility made prior to such date of occurrence (other than voluntary prepayments, repurchases, redemptions and other retirements and voluntary commitment reductions to the extent funded by a refinancing with long-term funded indebtedness (other than revolving loans)) and (c) an unlimited amount at any time (including at any time prior to utilization of amounts set forth in clause (a) and (b) above), subject to, in the case of this clause (c) only, (1) in the case of indebtedness secured on a *pari passu* lien basis with the Term Loan B Facility, pro forma compliance with a First Lien Net Leverage Ratio (as defined below) of not greater than 3.00 to 1.00, (2) in the case of indebtedness secured on a junior lien basis to the Term Loan B Facility, pro forma compliance with a Secured Net Leverage Ratio (as defined below) of not greater than 4.25 to 1.00 and (3) in the case of unsecured indebtedness, pro forma compliance with a Total Net Leverage Ratio (as defined below) of not greater than 4.75 to 1.00, in each case of this clause (c), after giving pro forma effect to any acquisition, investment or other specified transaction consummated in connection therewith and all other permitted pro forma adjustment (the amounts under the foregoing clauses (a) and (b), the "Free and Clear Incremental Amount" and the amounts under the foregoing clause (c) (the "Incurrence-Based Incremental Amount", and together with the Free and Clear Incremental Amount, the "Available Incremental Amount"). The Borrower may elect to use the Incurrence-Based Incremental Amount prior to the Free and Clear Incremental Amount or any combination thereof, and any portion of any Incremental Facility incurred in reliance on the Free and Clear Incremental Amount may be reclassified, as the Borrower may elect from time to time, as incurred under the Incurrence-Based Incremental Amount if the Borrower meets the applicable ratio for the Incurrence Based Incremental Amount at such time on a pro forma basis.

provided that (i) subject to clause (v) below, no event of default exists immediately prior to or after giving effect thereto, (ii) no Lender will be required or otherwise obligated to provide any portion of such Incremental Term Loan or Revolving Facility Increase, (iii) the maturity date of any such Incremental Term Loan shall be no earlier than the then latest Term Loan B Maturity Date (as defined below), the weighted average life of such Incremental Term Loan shall be no shorter than the then remaining weighted average life of the last maturing loans under the Term Loan B Facility and any such Incremental Term Loans that are secured on a pari passu basis with respect to the Term Loan B Facility may participate on a pro rata or less than pro rata (but not greater than pro rata) basis with respect to mandatory prepayments, (iv) the interest rate margins and (subject to clause (iii)) amortization schedule applicable to any Incremental Term Loan shall be determined by the Borrower and the lenders thereunder; provided that in the event that the interest rate margins for any Incremental Term Loan secured on a *pari passu* lien basis with the initial Term Loan B Facility established on or prior to the date that is 12 months after the Closing Date is higher than the interest rate margins for the Term Loan B Facility (as determined by the Administrative Agent) by more than 50 basis points, then the interest rate margins for the Term Loan B Facility shall be increased to the extent necessary so that such interest rate margins is equal to the interest rate margins for such Incremental Term Loan minus 50 basis points; provided, further, that in determining the interest rate margins applicable to the Incremental Term Loan and the Term Loan B Facility, (x) original issue discount ("OID") or upfront fees (which shall be deemed to constitute like amounts of OID, with OID being equated to interest based on assumed four-year life to maturity) payable by the Borrower to the Lenders under the Term Loan B Facility or any Incremental Term Loan in the initial primary syndication thereof shall be included and the effect of any and all interest rate floors shall be included and (y) customary arrangement or commitment fees payable to the Lead Arranger (or its affiliates) in connection with the Term Loan B Facility or to one or more arrangers (or their affiliates) of any Incremental Term Loan shall be excluded, (v) in connection with any acquisition, investment or irrevocable repayment, repurchase or redemption there shall be no requirement for the Borrower to satisfy any of the conditions listed under "Conditions to all other Borrowings" below (including the absence of any default or event of default or the bring-down of the representations and warranties) or clause (i) above, instead the conditions may be limited to (A) absence of payment or bankruptcy event of default and (B) accuracy of customary "specified representations" (in an acquisition or investment, conformed as necessary to apply only to such acquisition or investment and the acquired business), in each case, subject to the provisions set forth below in connection with Limited Condition Acquisitions, and, in the case of clause (B), as may be waived or modified in scope by the lenders providing the Incremental Facilities, (vi) the other terms and documentation in respect of any Incremental Term Loans, to the extent not consistent with the Term Loan B Facility, will be reasonably satisfactory to the Administrative Agent and the Borrower, and (vii) each such Revolving Facility Increase shall have the same terms, other than interest rate, unused fees and upfront fees, as the Revolving Credit Facility; provided that in the event that the interest rate margins or unused fees for any Revolving Facility Increase (as determined by the Administrative Agent) are higher than the interest rate margins or unused fees for the Revolving Credit Facility (as determined by the Administrative Agent), then the interest rate margins or unused fees for the Revolving Credit Facility shall be increased to the extent necessary so that such interest rate margins or unused fees, as applicable, are equal to the interest rate margins or unused fees, as applicable, for such Revolving Facility Increase; provided, further, that in determining the interest rate margins applicable to the Revolving Facility Increase and the Revolving Credit Facility (x) upfront fees payable by the Borrower to the Lenders under the Revolving Credit Facility or any Revolving Facility Increase in the initial primary syndication thereof (with such upfront fees being equated to interest based on assumed four-year life to maturity) shall be included and the effects of any and all interest rate floors shall be included and (y) all customary arrangement or commitment fees payable to the Lead Arranger (or its affiliate) in connection with the Revolving Credit Facility or to one or more arrangers (or their affiliates) of any Revolving Facility Increase shall be excluded.

Incremental Term Loans and Revolving Facility Increases will have the same Guarantees (if any) from the Guarantors and will be unsecured or secured on a pari passu or junior basis by the same Collateral as the other Senior Credit Facilities and, if junior lien or unsecured, will be incurred as Incremental Equivalent Debt (as defined below) pursuant to a separate facility.

The proceeds of any Incremental Term Loans and Revolving Facility Increases will be as agreed between the Borrower and the lenders providing such Incremental Facility and may be used for general corporate purposes of the Borrower and its subsidiaries (including permitted acquisitions and any other purpose not prohibited by the Financing Documentation).

In addition, the Borrower may, in lieu of adding Incremental Facilities, utilize any part of the Available Incremental Amount at any time by issuing or incurring Incremental Equivalent Debt. "Incremental Equivalent Debt" means indebtedness in an amount not to exceed the then Available Incremental Amount incurred by the Borrower or any Guarantor consisting of the issuance or incurrence of senior secured first lien or junior lien loans or notes, subordinated loans or notes or senior unsecured loans or notes, in each case in respect of the issuance of notes issued in a public offering, Rule 144A or other private placement or bridge financing in lieu of the foregoing, or secured or unsecured "mezzanine" debt in each case, to the extent secured, subject to customary intercreditor terms to be consistent with the Documentation Principles and to be set forth in the Financing Documentation; provided that (a) such Incremental Equivalent Debt shall not be subject to the requirements set forth in clauses (iv) (other than Incremental Equivalent Debt consisting of term loans secured on a pari passu lien basis with the initial Term Loan B Facility), (v) (other than the absence of an event of default), (vi) and (vii) and (b) clause (iii) shall not apply to any Incremental Equivalent Debt consisting of a customary bridge facility so long as the long-term debt into which any such customary bridge facility is to be converted satisfies such clause.

In the case of the incurrence of any indebtedness or liens or the making of any investments, restricted payments or fundamental changes or the designation of any restricted subsidiaries or unrestricted subsidiaries in connection with a permitted acquisition (a "Limited Condition Acquisition"), at the Borrower's option, the relevant ratios and baskets shall be determined as of the date the definitive acquisition agreements for such Limited Condition Acquisition are entered into and calculated as if the Limited Condition Acquisition and other pro forma events in connection therewith were consummated on such date; provided that if the Borrower has made such an election, in connection with determining whether the calculation of any ratio or basket with respect to the incurrence of any debt or liens, or the making of any investments, restricted payments, prepayments of subordinated debt, asset sales, fundamental changes or the designation of a restricted subsidiary or unrestricted subsidiary in connection with such Limited Condition Acquisition is permitted on or following such date and prior to the earlier of the date on which such Limited Condition Acquisition is consummated or the definitive agreement for such acquisition is terminated, any such ratio or basket shall be calculated on a pro forma basis assuming such Limited Condition Acquisition and other pro forma events in connection therewith (including any incurrence of indebtedness) have been consummated as if they occurred at the beginning of the applicable test period; provided further that, notwithstanding the foregoing, any calculation of a ratio or basket not in connection with such Limited Condition Acquisition that is made prior to the earlier of the date on which such Limited Condition Acquisition is consummated and the date the definitive agreement for such acquisition is terminated in connection with (x) determining whether or not the Borrower is in compliance with the financial covenants shall be calculated assuming such Limited Condition Transaction and other transactions in connection therewith (including the incurrence or assumption of indebtedness) have not been consummated, (y) determining whether the Borrower or its restricted subsidiaries may make a restricted payment shall be calculated (and required to comply with each of the following) (1) on a pro forma basis assuming such Limited Condition Transaction and other transactions in connection therewith (including the incurrence or assumption of indebtedness and the use of proceeds thereof) have been consummated and (2) assuming such Limited Condition Transaction and other transactions in connection therewith (including the incurrence or assumption of indebtedness and the use of proceeds thereof) have not been consummated and (z) calculating restricted payments, the Consolidated Net Income and Consolidated EBITDA (or similar metric) of the target of any such acquisition shall not be included. For the avoidance of doubt, if any of such ratios are exceeded as a result of fluctuations in such ratio including due to fluctuations in Consolidated EBITDA of the Borrower or the person subject to such acquisition or investment, at or prior to the consummation of the relevant transaction or action, such ratios will not be deemed to have been exceeded as a result of such fluctuations solely for purposes of determining whether the relevant transaction or action is permitted to be consummated or taken; provided that if such ratios improve as a result of such fluctuations, such improved ratios may be utilized.

In connection with any action being taken in connection with a Limited Condition Acquisition, for purposes of determining compliance with any provision which requires that no default, event of default or specified event of default, as applicable, has occurred, is continuing or would result from any such action, as applicable, such condition shall, at the option of the Borrower, be deemed satisfied, so long as no default, event of default or specified event of default, as applicable, exists on the date the definitive agreements for such Limited Condition Acquisition are entered into.

"First Lien Net Leverage Ratio" shall mean the ratio of (i) consolidated indebtedness for borrowed money, capitalized lease obligations and purchase money debt as reflected on the balance sheet of the Borrower and its restricted subsidiaries, in each case solely to the extent secured, in whole or in part, by first priority liens pari passu with the initial Term Loan B Facility on the Collateral, minus unrestricted cash and cash equivalents, to (ii) LTM Consolidated EBITDA.

"Secured Net Leverage Ratio" shall mean the ratio of (i) consolidated indebtedness for borrowed money, capitalized lease obligations and purchase money debt as reflected on the balance sheet of the Borrower and its restricted subsidiaries, in each case solely to the extent secured, in whole or in part, by liens on the Collateral, minus unrestricted cash and cash equivalents, to (ii) LTM Consolidated EBITDA.

"Total Net Leverage Ratio" shall mean the ratio of (i) consolidated indebtedness for borrowed money, capitalized lease obligations and purchase money debt as reflected on the balance sheet of the Borrower and its restricted subsidiaries, minus unrestricted cash and cash equivalents, to (ii) LTM Consolidated EBITDA.

"Interest Coverage Ratio" shall mean ratio of (i) LTM Consolidated EBITDA to (ii) (A) consolidated interest expense (excluding (1) amortization of deferred financing fees, (2) expenses arising from financing fees, (3) expenses arising from the discounting of indebtedness in connection with the application of recapitalization and/or acquisition accounting, (4) penalties and interest relating to taxes and (5) non-cash interest expense attributable to movements in the mark-to-market valuation of hedging or other derivative obligations and/or any payment obligation arising under any hedge agreement or other derivative instrument (other than interest rate hedge agreements or other derivative instruments)) minus (B) interest income.

Documentation:

The documentation for the Senior Credit Facilities will include, among other items, a credit agreement, guarantees and appropriate pledge, security and other collateral documents (collectively, the "Financing Documentation"), and shall:

(a) be negotiated in good faith to finalize the Financing Documentation, giving effect to the Limited Conditionality Provision and be based on the form of the Existing Credit Agreement; provided that (i) except as may be set forth herein and as adjusted for customary term loan B transactions, the financial and accounting definitions, the basket sizes, the materiality thresholds and qualifiers in the Financing Documentation shall be no worse, taken as a whole, than the corresponding provisions in the Existing Credit Agreement and the other provisions shall give due regard to the Existing Credit Agreement and (ii) such Financing Documentation shall contain the terms and conditions set forth in this Term Sheet and, to the extent any terms are not set forth in this Term Sheet, shall otherwise contain such other terms as are usual and customary for credit facilities for comparably rated companies in a similar industry, consistent with the operational requirements of the Borrower and its subsidiaries in light of their size, cash flow, industry business, business practices, capital structure and shall contain such modifications as the Borrower and the Lead Arranger shall mutually agree;

(b) contain only those payments, conditions to borrowing, mandatory prepayments, representations, warranties, covenants and events of default and other terms and conditions expressly set forth in this Term Sheet (subject only to the exercise of any "market flex" expressly provided for in the Fee Letter), in each case, applicable to the Borrower and its restricted subsidiaries, with standards, qualifications, thresholds, exceptions, "baskets" and grace and cure periods consistent with the Documentation Principles;

(c) with respect to certain exceptions and thresholds to be agreed that are subject to a monetary cap and certain "baskets" to be agreed that specify a dollar-denominated amount, include a "grower" component (a "Grower Component") (regardless of whether any such exceptions, thresholds or "baskets" specified in this Term Sheet refer to Grower Components) based on, at the election of the Borrower prior to the launch of general retail syndication, a percentage of consolidated total assets or a percentage of LTM Consolidated EBITDA, in each case, that is substantially equivalent to the initial monetary cap;

(d) in the event that any action or transaction meets the criteria of one or more than one of the categories of exceptions, thresholds or baskets pursuant to any applicable negative covenants (to the extent relating to indebtedness, liens and investments) or the Incremental Facilities provisions, permit such action or transaction (or portion thereof) to be divided and classified under one or more of such exceptions, thresholds or baskets as the Borrower may elect, including classifying any utilization of fixed (subject to Grower Components) exceptions, thresholds or baskets ("fixed baskets") as incurred under any available incurrence-based exception, threshold or basket ("incurrence-based baskets") (including reclassifying amounts under the Free and Clear Incremental Amount to the Incurrence-Based Incremental Amount); and

(e) in the event any fixed baskets are intended to be utilized together with any incurrence-based baskets in a single transaction or series of related transactions (including utilization of the Free and Clear Incremental Amount and the Incurrence-Based Incremental Amount), provide that (i) compliance with or satisfaction of any applicable financial ratios or tests for the portion of such indebtedness or other applicable transaction or action to be incurred under any incurrence-based baskets shall first be calculated without giving effect to amounts being utilized pursuant to any fixed baskets, but giving full pro forma effect to all applicable and related transactions (including, subject to the foregoing with respect to fixed baskets, any incurrence and repayments of indebtedness) and all other permitted pro forma adjustments, and (ii) thereafter, incurrence of the portion of such indebtedness or other applicable transaction or action to be incurred under any fixed baskets shall be calculated.

The foregoing provisions are collectively referred to as the "Documentation Principles."

Guarantors:	The obligations of (a) the Borrower under the Senior Credit Facilities and (b) any Credit Party (as defined below) under any hedging agreements and under any treasury management arrangements entered into between such Credit Party and any counterparty that is the Lead Arranger, the Administrative Agent or a Lender (or any affiliate thereof) at the time such hedging agreement or treasury management arrangement is executed (collectively, the "Secured Obligations") will be unconditionally guaranteed, on a joint and several basis, by the Borrower (other than with respect to its direct Secured Obligations as a primary obligor (as opposed to a guarantor) under the Financing Documents) and, except to the extent and for so long as prohibited or restricted by applicable law whether on the Closing Date or thereafter, or would require or be subject to any governmental authority or regulatory third party consent or approval, or would be prohibited or restricted by contract permitted by the Financing Documents existing on the Closing Date or, with respect to subsidiaries acquired after the Closing Date, by contract permitted by the Financing Documents existing when such subsidiary was acquired and not in contemplation of such acquisition, in each case, so long as the prohibition has been identified to the Administrative Agent in writing, prior to the Closing Date (or, with respect to subsidiaries acquired after the Closing Date, promptly following the acquisition thereof), each existing and subsequently acquired or formed direct and indirect domestic restricted subsidiary of the Borrower, including Carrols Restaurant Group, Inc. and the Acquired Company (each a "Guarantor"; such guarantee being referred to as a "Guarantee"); provided that Guarantees will not be required by (i) any domestic subsidiary of a foreign subsidiary of the Borrower that is a "controlled foreign corporation" for U.S. federal income tax purposes (a "CFC"), (ii) any subsidiary that owns no material assets other than equity interests of foreign subsidiaries that are CFCs (a "FSHCO"), (iii) any unrestricted subsidiaries, (iv) captive insurance companies, (v) not-for-profit subsidiaries, (vi) certain special purpose entities to be agreed by the Borrower and the Administrative Agent, (vii) immaterial subsidiaries (to be defined in a manner to be agreed), (viii) any subsidiary where the Administrative Agent and the Borrower agree the cost of obtaining a guarantee by such subsidiary would be excessive in light of the practical benefit to the Lenders afforded thereby and (ix) any other subsidiary mutually agreed by the Borrower and the Administrative Agent). The Borrower and the Guarantors are herein referred to as the "Credit Parties".

Security: The Secured Obligations will be secured by valid and perfected first priority (subject to certain customary exceptions satisfactory to the Administrative Agent and set forth in the Financing Documentation) security interests in and liens on all of the following (collectively, the "Collateral"):

(a) 100% of the equity interests of all present and future subsidiaries of any Credit Party; provided that the equity interests of any subsidiary that is a CFC or a FSHCO will be limited to 65% of the voting equity interests and 100% of any non-voting equity interests of any such subsidiary that is a first-tier subsidiary of any Credit Party;

(b) All of the tangible and intangible personal property and assets of the Credit Parties (including, without limitation, all equipment, inventory and other goods, accounts, licenses, contracts, intercompany loans, intellectual property and other general intangibles, deposit accounts, securities accounts and other investment property and cash);

(c) If the aggregate fair market value of all fee-owned real property (not including properties that are excluded in the Existing Credit Agreement (the "Excluded Properties")) consisting of restaurants in operation for at least 12 months (the "Development Period") exceeds $5.0 million (the "Subject Properties"), then mortgages and related deliverables will be provided on terms to be agreed; it being understood that, in the event such threshold is exceeded, the Borrower may choose which Subject Properties shall become subject to such mortgages and related deliverables, upon reasonable approval by the Administrative Agent, so long as, after giving effect thereto, the aggregate fair market value of all Subject Properties shall be less than or equal to $5.0 million; and

(d) All products, profits and proceeds of the foregoing.

Notwithstanding the foregoing, (a) the Collateral shall not include: (i) any leasehold interest in real property (it being understood there shall be no requirement to obtain any landlord waivers, estoppels or collateral access letters), (ii) any motor vehicles and other assets subject to certificates of title, except to the extent perfected by filing of a Uniform Commercial Code financing statement (iii) all commercial tort claims below a threshold to be agreed, (iv) any governmental licenses or state or local franchises, charters and authorizations, to the extent a security interest in any such license, franchise, charter or authorization is prohibited or restricted thereby after giving effect to the applicable anti-assignment provisions of the Uniform Commercial Code and other applicable law, other than proceeds and receivables thereof, (v) pledges and security interests prohibited or restricted by applicable law (including any requirement to obtain the consent of any governmental authority), after giving effect to the applicable anti-assignment provisions of the Uniform Commercial Code and other applicable law, other than proceeds and receivables thereof, (vi) margin stock, (vii) any lease, license or agreement (including any Franchise Agreement (to be defined in the Financing Documentation in a manner consistent with the Documentation Principles) or any property subject to a purchase money security interest or similar arrangement to the extent that a grant of a security interest therein would violate or invalidate such lease, license or agreement (including any Franchise Agreement) or purchase money arrangement or create a right of termination in favor of any other party thereto (other than a Credit Party or subsidiary thereof) after giving effect to the applicable anti-assignment provisions of the Uniform Commercial Code, other than proceeds and receivables thereof, (viii) letter of credit rights, except to the extent constituting a supporting obligation for other Collateral (it being understood that no actions shall be required to perfect a security interest in letter of credit rights, other than the filing of a Uniform Commercial Code financing statement), (ix) any intent-to-use application trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law and (x) assets where the Administrative Agent and the Borrower agree the cost of obtaining a security interest in such assets are excessive in relation to the value afforded thereby. Further, no actions in any non-U.S. jurisdiction shall be required in order to create or perfect any security interests in any assets located or titled outside of the U.S. (it being understood that there shall be no security agreements or pledge agreements governed under the laws of any non-U.S. jurisdiction).

Notwithstanding the foregoing, (a) no control agreements or other control arrangements shall be required with respect to cash, deposit accounts or securities accounts, (b) immaterial notes and other evidence of immaterial indebtedness shall not be required to be delivered, (c) the requirements of the preceding two paragraphs as of the Closing Date shall be subject to the Limited Conditionality Provision, and (d) the exercise of certain rights and remedies in respect of the security interests in the Collateral shall be subject to the Burger King Rights (as defined in the Existing Credit Agreement or any security agreement executed in connection therewith) and the Popeye's Rights (to be defined in a similar manner consistent with the Documentation Principles) similar to the manner set forth in the security agreement executed in connection with the Existing Credit Agreement.

Final Maturity:	The final maturity of the Revolving Credit Facility will occur on the fifth anniversary of the Closing Date (the "Revolving Credit Maturity Date") and the commitments with respect to the Revolving Credit Facility will automatically terminate on such date. The final maturity of the Term Loan B Facility will occur on the seventh anniversary of the Closing Date (the "Term Loan B Maturity Date").
Amortization:	Revolving Credit Facility: None. Term Loan B Facility: The Term Loan B Facility will amortize in equal quarterly installments in an aggregate annual amount equal to 1% of the original principal amount of the Term Loan B Facility with the remainder due on the Term Loan B Maturity Date.
Interest Rates and Fees:	Interest rates and fees in connection with the Senior Credit Facilities will be as specified in the Fee Letter and on Schedule I attached hereto.
Mandatory Prepayments:	Revolving Credit Facility: None, subject to customary prepayment requirements if borrowings under the Revolving Credit Facility exceed the commitments thereunder. Term Loan B Facility: Subject to the next paragraph, the Term Loan B Facility will be required to be prepaid with: (a) 100% of the net cash proceeds of the issuance or incurrence of debt (other than any debt permitted to be issued or incurred pursuant to the terms of the Financing Documentation by the Borrower or any of its restricted subsidiaries); (b) 100% of the net cash proceeds of all asset sales, insurance and condemnation recoveries and other asset dispositions by the Borrower or any of its restricted subsidiaries (including the issuance by any such restricted subsidiary of any of its equity interests) in excess of an amount to be agreed, with step-downs to 50% if the First Lien Net Leverage Ratio is equal to or less than 2.75 to 1.00 and 25% if the First Lien Net Leverage Ratio is equal to or less than 2.50 to 1.00, subject to the right of the Borrower to reinvest if such proceeds are reinvested (or committed to be reinvested) within 15 months and, if so committed to reinvestment, reinvested no later than six months after the end of such 15-month period, and other exceptions to be agreed upon; provided that no event of default has occurred and is continuing; and (a) 50% of Excess Cash Flow (to be defined in the Financing Documentation consistent with the Documentation Principles), for each fiscal year of the Borrower (commencing with the fiscal year ending on or about December 31, 2020) (subject to dollar-for-dollar credit (not to exceed the amount of cash actually spent) for any voluntary prepayments, repurchases or redemptions of the loans under the Term Loan B Facility, the Revolving Credit Facility, any Incremental Facilities, any Incremental Equivalent Debt, and any Refinancing Facilities and any Additional First Lien Debt (accompanied by a corresponding permanent reduction in the aggregate commitment in the case of voluntary prepayments of loans under the Revolving Credit Facility, any revolving Refinancing Facility or any revolving Additional First Lien Debt), in each case, secured on a pari passu basis with the Term Loan B Facility and repurchased or redeemed on a pro rata basis or less than pro rata basis with the Term Loan B Facility (but, in each case, excluding prepayments, repurchases or redemptions to the extent funded with the proceeds of long-term funded indebtedness (other than revolving loans)), will reduce the amount of Excess Cash Flow prepayments required for such fiscal year on a dollar-for-dollar basis; with step-downs to 25% if the First Lien Net Leverage Ratio is equal to or less than 2.75 to 1.00 and 0% if the First Lien Net Leverage Ratio is equal to or less than 2.50 to 1.00. All such mandatory prepayments will be applied as between and within series, classes or tranches of outstanding loans under the Term Loan B Facility and any Incremental Term Loans that are secured on a pari passu basis on a *pro rata* basis, except that as set forth under "Incremental Term Loans/Revolving Facility Increases," the lenders under any Incremental Term Loan may elect, as of the time of incurrence thereof, to receive less than their pro rata share thereof. Mandatory prepayments of the term loans shall be applied to scheduled installments thereof in direct order of maturity (without premium or penalty), unless otherwise directed by the Borrower; provided that the Financing Documentation shall provide that in the case of mandatory prepayments pursuant to clauses (a) or (b) above, a ratable portion of such mandatory prepayment may be applied to redeem, prepay or offer to purchase any permitted first lien indebtedness secured on a pari passu lien basis with the Term Loan B Facility (collectively, "Additional First Lien Debt"), in each case if required under the terms of the applicable documents governing such Additional First Lien Debt.

Mandatory prepayments in clauses (a) and (b) above shall be subject to limitations to the extent required to be made from cash at non-U.S. restricted subsidiaries, the repatriation of which after use of commercially reasonable efforts would result in material adverse tax consequences to the Borrower, or any of its direct or indirect subsidiaries (as reasonably determined by the Borrower in good faith) or would be prohibited or restricted by applicable law (including repatriation of any cash).

The Financing Documentation will provide customary provisions pursuant to which any Lender may elect not to accept any mandatory prepayment described in clauses (b) and (c) above, with such amount to be retained by the Borrower and such amount may be applied to increase the cumulative "builder" or "growth" basket component of the Available Amount (as defined below).

Optional Prepayments and Commitment Reductions:

Loans under the Senior Credit Facilities may be prepaid and unused commitments under the Revolving Credit Facility may be reduced at any time, in whole or in part, at the option of the Borrower, upon notice and in minimum principal amounts and in multiples to be agreed upon, without premium or penalty (except LIBOR breakage costs and any premium described under the "Call Premium" section below). Any optional prepayment of the Term Loan Facility or any Incremental Term Loan Facility will be applied as directed by the Borrower.

Call Premium:

If, on or prior to the date that is six months after the Closing Date, a Repricing Transaction (as defined below) occurs, the Borrower will pay a premium (the "Call Premium") in an amount equal to 1.0% of the principal amount of loans under the Term Loan B Facility subject to such Repricing Transaction.

As used herein, the term "Repricing Transaction" shall mean (a) any prepayment or repayment of loans under the Term Loan B Facility with the proceeds of, or any conversion of loans under the Term Loan B Facility into, any new or replacement bank indebtedness bearing interest with an "effective yield" (taking into account, for example, upfront fees, interest rate spreads, interest rate benchmark floors and OID) less than the "effective yield" applicable to the loans under the Term Loan B Facility subject to such event (as such comparative yields are determined by the Administrative Agent) and (b) any repricing of the loans under the Term Loan B Facility (whether pursuant to an amendment, amendment and restatement, mandatory assignment or otherwise) which reduces the "effective yield" applicable to all or a portion of the loans under the Term Loan B Facility (as determined by the Administrative Agent) (it being understood that any prepayment premium with respect to a Repricing Transaction shall apply to any required assignment by a non-consenting Lender in connection with any such amendment pursuant to so-called yank-a-bank provisions), in each case, other than in connection with the consummation of an acquisition not permitted under the Financing Documentation, an initial public offering or the occurrence of a change in control (so long as the primary purpose of the prepayment or repayment of, or amendment to the loans under the Term Loan B Facility in connection therewith is not to reduce the "effective yield" applicable to the loans under the Term Loan B Facility as certified by a financial officer of the Borrower in a certificate to the Administrative Agent (on which the Administrative Agent is expressly permitted to rely)).

Conditions to All Other Extensions of Credit:	Each extension of credit under the Senior Credit Facilities after the Closing Date, except to the extent otherwise permitted or provided in the "Incremental Term Loans/ Revolving Facility Increases" section above and subject to the provisions in respect of Limited Condition Acquisitions, will be subject to satisfaction of the following conditions precedent: (a) all of the representations and warranties in the Financing Documentation shall be true and correct in all material respects (or if qualified by materiality or material adverse effect, in all respects) as of the date of such extension of credit, or if such representation speaks as of an earlier date, as of such earlier date, and (b) after the initial funding on the Closing Date, no default or event of default under the Senior Credit Facilities shall have occurred and be continuing or would result from such extension of credit.
Representations and Warranties:	Limited to the following representations and warranties (which will be applicable to the Borrower and its restricted subsidiaries and be subject to materiality thresholds and exceptions consistent with the Documentation Principles): financial statements; absence of any Material Adverse Effect (as defined below); organizational and legal status; capital structure as of the Closing Date; compliance with all applicable laws and regulations; the PATRIOT Act; organizational power and authority; enforceability; no conflict with laws or organizational documents; no default; absence of material litigation; the Investment Company Act; Regulations T, U and X; ERISA; environmental regulations and liabilities; environmental laws; use of proceeds; subsidiaries, joint ventures, partnerships; ownership; necessary consents and approvals; taxes; intellectual property; ownership of properties; solvency of the Borrower and its subsidiaries, taken as a whole, on the Closing Date; FCPA; brokers' fees; labor matters; accuracy of disclosure; material contracts; insurance; creation, validity, perfection and priority of liens; classification of senior indebtedness; anti-terrorism laws; OFAC; payment of obligations; franchise agreements; flood hazard determinations and flood hazard insurance; and accuracy of the Beneficial Ownership Certificate (as defined below). The representations and warranties shall be subject to materiality and Material Adverse Effect qualifiers consistent with Documentation Principles.

	"Material Adverse Effect" means (a) with respect to the Acquired Company and its subsidiaries on the Closing Date, a Material Adverse Effect (as defined in the Acquisition Agreement), (b) with respect to Carrols and its subsidiaries on the Closing Date and the Borrower and its subsidiaries after the Closing Date, a material adverse effect on (i) the business, assets, financial condition or results of operations, in each case, of the Borrower and its Restricted Subsidiaries, taken as a whole, (ii) the rights and remedies (taken as a whole) of the Senior Agent under the Financing Documentation, (iii) the ability of the Loan Parties (taken as a whole) to perform their payment obligations under the Financing Documentation or (iv) the validity or enforceability of the Financing Documentation.
Affirmative Covenants:	Limited to the following affirmative covenants (which will be applicable to the Borrower and its restricted subsidiaries and be subject to materiality thresholds and exceptions to be mutually agreed and consistent with the Documentation Principles): financial reporting (including annual audited and quarterly (for the first three fiscal quarters of each fiscal year) unaudited financial statements (in each case, accompanied by customary compliance certificates and management discussion and analysis) and annual updated budgets); updated schedules and other information; use of proceeds; payment of taxes and other obligations; continuation of business and maintenance of existence and rights and privileges; maintenance of all material contracts; maintenance of property and insurance (including hazard and business interruption insurance); maintenance of books and records; notices of defaults, litigation and other material events; necessary consents, approvals, licenses and permits; compliance with laws and regulations (including environmental laws, ERISA and the PATRIOT Act); a customary certificate in connection with the Beneficial Ownership Regulation ("Beneficial Ownership Certificate"); management letters; use of commercially reasonable efforts to maintain a public corporate credit rating from S&P and a public corporate family rating from Moody's, in each case with respect to the Borrower, and a public rating of the Senior Credit Facilities by each of S&P and Moody's (but, in each case, not to maintain a specific rating); additional Guarantors and Collateral; other collateral matters; further assurances (including, without limitation, with respect to security interests in after-acquired property); right of the Lenders to inspect property and books and records; designation of unrestricted subsidiaries; and new restaurants and franchise agreements. The affirmative covenants shall be subject to materiality and Material Adverse Effect qualifiers consistent with Documentation Principles.

Negative Covenants:	Limited to the following negative covenants (which will be applicable to the Borrower and its subsidiaries and be subject to materiality thresholds and exceptions to be mutually agreed and consistent with the Documentation Principles): limitation on debt (including disqualified equity interests); limitation on liens; limitation on altering nature of business; limitation on fundamental changes and asset sales and other dispositions; limitation on loans, advances, acquisitions and other investments; limitation on transactions with affiliates; limitation on ownership of subsidiaries; limitation on changes in line of business, fiscal year and accounting practices; limitation on amendment of organizational documents and material contracts; sale-leaseback transactions; limitation on dividends, distributions, redemptions and repurchases of equity interests; limitation on prepayments, redemptions and purchases of debt that is expressly subordinated, junior lien and unsecured debt (collectively, "Junior Debt"); limitation on dividend and other payment restrictions affecting subsidiaries; no further negative pledges; notwithstanding any other exceptions to the lien covenant, no consensual liens on any fee-owned real property during the Development Period; and compliance with OFAC rules and regulations. Baskets and exceptions to the foregoing covenants will include (but not be limited to) the following: (a)(i) indebtedness not to exceed the greater of (x) $20.0 million and (y) 15% of LTM Consolidated EBITDA; (ii) secured indebtedness subject to (x) in the case of any first lien indebtedness secured by the Collateral incurred on a *pari passu* basis with the Senior Credit Facilities, pro forma compliance with a First Lien Net Leverage Ratio of not greater than 3.00 to 1.00 (such indebtedness, "First Lien Ratio Debt") and (y) in the case of indebtedness secured by the Collateral incurred on a junior lien basis to the Term Facility, pro forma compliance with a Secured Net Leverage Ratio of not greater than the 4.25 to 1.00 (such indebtedness, "Junior Secured Ratio Debt"; together with the First Lien Ratio Debt, the "Secured Ratio Debt"), subject in the case of each of clauses (x) and (y) to (A) no event of default having occurred or continuing after giving effect to such incurrence and the application of proceeds thereof (subject to the provisions in respect of Limited Condition Acquisitions) (B) customary maturity and weighted average life limitations consistent with such restrictions on the Incremental Facilities, (C) such indebtedness shall not be guaranteed by any guarantors that do not guarantee the Senior Credit Facilities and, in the case of secured indebtedness, shall not be secured by any collateral not securing the Senior Credit Facilities, (D) in the case of term loans secured on a pari passu basis with the Term Loan B Facility, subject to the "MFN" provisions applicable to Incremental Facilities and (E) subject to an acceptable intercreditor agreement to be set forth in the Financing Documentation; (iii) unsecured, senior subordinated or subordinated indebtedness, or other indebtedness not secured by all or any portion of the Collateral (such indebtedness, "Unsecured Ratio Debt"; together with the Secured Ratio Debt, "Ratio Debt"), subject to (w) pro forma compliance with a Total Net Leverage Ratio of not greater than 4.75 to 1.00, (x) no event of default having occurred or continuing after giving effect to such incurrence and the application of proceeds thereof (subject to the provisions in respect of Limited Condition Acquisitions), (y) customary maturity and weighted average life limitations and (z) a sublimit to be agreed for non-Guarantor subsidiaries; (iv) purchase money indebtedness and capital leases in an aggregate outstanding principal amount not to exceed the greater of (x) $27.0 million and (y) 20.0% of LTM Consolidated EBITDA; and (v) indebtedness in an amount not greater than the Free and Clear Incremental Amount not used, in each case subject to similar limitations as set forth in clause (a)(i) above;

(b)(i) liens not to exceed the greater of (x) $20.0 million and (y) 15% of LTM Consolidated EBITDA; (ii) liens securing (x) indebtedness permitted pursuant to clause (a)(i)(x) above, including, pro forma compliance with a First Lien Net Leverage Ratio of 3.00 to 1.00 or (y) indebtedness permitted pursuant to clause (a)(i)(y) above, including pro forma compliance with a Secured Net Leverage Ratio of not greater than 4.25 to 1.00, in each case subject to the limitations applicable to clause (a)(ii) above;

(c)(i) restricted payments not to exceed the greater of (x) $27.0 million and (y) 20% of LTM Consolidated EBITDA (shared with permitted investments and prepayments of Junior Debt under clause (d)(i) and (e)(i), respectively); (ii) unlimited restricted payments (A) subject to pro forma compliance with a Total Net Leverage Ratio of not greater than 2.50 to 1.00 and (B) so long as no event of default has occurred and is continuing (or would result therefrom); (iii) restricted payments consisting of regular quarterly dividends in amount to be agreed; and (iv) restricted payments from a cumulative "builder" or "growth" basket (the "Available Amount") (shared with permitted investments and prepayments of Junior Debt pursuant to clause (d)(iv) and (e)(iii), respectively, below) of (x) $27.0 million plus (y) retained Excess Cash Flow (to the extent greater than zero) (this clause (y), the "Growth Amount") plus (z) certain other usual and customary items as set forth in the Financing Documentation; provided that (A) no default or event of default has occurred and is continuing (or would result therefrom) and (B) in the case of the Growth Amount, pro forma compliance with a Total Net Leverage Ratio of not greater than 3.00 to 1.00;

(d)(i) permitted investments not to exceed the greater of (x) $27.0 million and (y) 20% of LTM Consolidated EBITDA (shared with restricted payments and prepayments of Junior Debt under clause (c)(i) and (e)(i), respectively); (ii) permitted investments constituting Permitted Acquisitions (to be defined in the Financing Documentation); (iii) unlimited permitted investments (A) subject to pro forma compliance with a Total Net Leverage Ratio of not greater than 3.00 to 1.00 and (B) so long as no event of default has occurred and is continuing (or would result therefrom), subject to the provisions in respect of Limited Condition Acquisitions; and (iv) permitted investments using the Available Amount (shared with the amounts utilized under the Available Amount under for restricted payments and prepayments of Junior Debt under clauses (c)(iv) and (e)(iii), respectively; provided that no default or event of default has occurred and is continuing (or would result therefrom), subject to the provisions in respect of Limited Condition Acquisitions;

(e)(i) subject to compliance with the mandatory prepayment requirements with the proceeds thereof, asset sales and other dispositions of property (subject to customary exceptions, thresholds and reinvestment rights) on an unlimited basis for fair market value as long as at least 75% of the consideration in excess of an amount to be determined consists of cash or cash equivalents (subject to customary exceptions to the cash consideration requirement, including a basket for non-cash consideration that may be designated as cash consideration), and (ii) dispositions of non-core after-acquired assets, in each case under this clause (e), so long as no event of default has occurred and is continuing (or would result therefrom); and

(f)(i) prepayments of Junior Debt not to exceed the greater of (x) $27.0 million and (y) 20% of LTM Consolidated EBITDA (shared with restricted payments and permitted investments under clause (c)(i) and (d)(i), respectively); (ii) unlimited prepayments of Junior Debt (A) subject to pro forma compliance with a Total Net Leverage Ratio of not greater than 2.50 to 1.00 and (B) so long as no event of default has occurred and is continuing (or would result therefrom); and (iii) prepayments of Junior Debt from the Available Amount (shared with the amounts utilized under the Available Amount under for restricted payments and permitted investments under clauses (c)(iv) and (d)(iv), respectively; provided that (A) no default or event of default has occurred and is continuing (or would result therefrom) and (B) in the case of the Growth Amount, pro forma compliance with a Total Net Leverage Ratio of not greater than 3.00 to 1.00.

Financial Covenants:

Term Loan B Facility: None

Revolving Credit Facility: Maximum Total Net Leverage not to exceed 4.75 to 1.00.

The financial covenant will be tested quarterly and apply to the Borrower and its subsidiaries on a consolidated basis, with definitions to be mutually agreed upon.

	The definition of Consolidated EBITDA shall be defined in a manner consistent with the Documentation Principles and, in any event, shall include, without limitation, (a) usual and customary add-backs with respect to restaurant openings; (b) cost savings, operating expense reductions and synergies related to the Transactions and to mergers and other business combinations, acquisitions, investments, dispositions, divestitures, restructurings, operating improvements, cost savings initiatives and other similar initiatives (including newly completed modifications and renegotiation of contracts and other arrangements) and other "specified transactions" that are reasonably identifiable and factually supportable and projected by the Borrower in good faith to result from actions that have been either taken or initiated or are expected to be taken (in the good faith determination of the Borrower) within 18 months after such transaction, in each case, (i) calculated on a "run rate" basis such that the full recurring benefit associated therewith is taken into account without double counting the amount of actual benefits realized in connection therewith and (ii) subject to an aggregate cap for this clause (b) of 25% of LTM Consolidated EBITDA; (c) restructuring and related charges; (d) costs and expenses incurred in connection with the Transactions, permitted acquisitions and other transactions permitted by the Financing Documentation (whether or not consummated); (e) adjustments, exclusions and add-backs in the Existing Credit Agreement; and (f) such other adjustments, exclusions and add-backs consistent with the Documentation Principles.
Unrestricted Subsidiaries	The Financing Documentation will contain provisions pursuant to which, subject to customary limitations on investments, loans, advances to, and other investments in, unrestricted subsidiaries, the Borrower will be permitted to designate any existing or subsequently acquired or organized subsidiary as an "unrestricted subsidiary" and subsequently redesignate any such unrestricted subsidiary as a restricted subsidiary; provided that, after giving effect to such designation, no event of default has occurred and is continuing. Unrestricted subsidiaries will not be subject to the representations and warranties, affirmative or negative covenants or event of default provisions of the Financing Documentation and the results of operations and indebtedness of unrestricted subsidiaries will not be taken into account for purposes of determining any financial ratio or covenant contained in the Financing Documentation.

Events of Default:	Limited to the following events of default (with materiality thresholds, exceptions and cure periods to be mutually agreed consistent with the Documentation Principles): non-payment of obligations; inaccuracy of representation or warranty; non-performance of covenants and obligations; default on other material debt (including hedging agreements); bankruptcy or insolvency; material judgments; impairment of security; ERISA; change of control; actual or asserted invalidity or unenforceability of any Financing Documentation or liens securing obligations under the Financing Documentation; subordinated debt; uninsured loss; and material default under Franchising Agreements; provided that, notwithstanding anything to the contrary in the Financing Documentation, a breach of the Financial Covenant or any financial covenant under any revolving Refinancing Facility will not constitute an Event of Default for purposes of the Term Loan B Facility or any Incremental Term Loan (or any other facility, other than the Revolving Credit Facility or revolving Refinancing Facility, as applicable), and the Lenders under the Term Loan B Facility, any Incremental Term Loan or any other facility (other than the Revolving Credit Facility or revolving Refinancing Facility, as applicable) will not be permitted to exercise any remedies with respect to an uncured breach of the Financial Covenant until the date, if any, on which the commitments under the Revolving Credit Facility or revolving Refinancing Facility, as applicable, have been terminated or the loans thereunder have been accelerated as a result of such breach.
Defaulting Lender Provisions, Yield Protection and Increased Costs:	Customary for facilities of this type, including, without limitation, in respect of breakage or redeployment costs incurred in connection with prepayments, cash collateralization for Letters of Credit in the event any lender under the Revolving Credit Facility becomes a Defaulting Lender (as such term shall be defined in the Financing Documentation), changes in capital adequacy and capital requirements or their interpretation (provided that (i) all requests, rules, guidelines, requirements and directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision or by United States or foreign regulatory authorities, in each case pursuant to Basel III, and (ii) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all request, rules, guidelines, requirements and directives thereunder or issued in connection therewith or in implementation thereof, shall in each case be deemed to be a change in law, regardless of the date enacted, adopted, issued or implemented), illegality, unavailability, reserves without proration or offset and payments free and clear of withholding or other taxes.
Assignments and Participations:	(a) Revolving Credit Facility: Subject to the consents described below (which consents will not be unreasonably withheld or delayed), each Lender will be permitted to make assignments to Eligible Assignees (to be defined in the Financing Documentation) in respect of the Revolving Credit Facility in a minimum amount equal to $5 million. (b) Term Loan B Facility: Subject to the consents described below (which consents will not be unreasonably withheld or delayed), each Lender will be permitted to make assignments to Eligible Assignees in respect of the Term Loan Facility and any Incremental Term Loan in a minimum amount equal to $1 million.

(c) Consents: The consent of the Borrower will be required for any assignment unless (i) a payment or bankruptcy event of default has occurred and is continuing or (ii) the assignment is to a Lender, an affiliate of a Lender or an Approved Fund (as such term shall be defined in the Financing Documentation in a manner consistent with the Documentation Principles); provided that the Borrower shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to the Administrative Agent within 10 business days after having received notice thereof. The consent of the Administrative Agent will be required for any assignment (i) in respect of the Revolving Credit Facility or an unfunded commitment under the Term Loan Facility, to an entity that is not a Lender with a commitment in respect of the applicable Facility, an affiliate of such Lender or an Approved Fund and (ii) in respect of the Term Loan Facility or any Incremental Term Loan Facility, to an entity that is not a Lender, an affiliate of a Lender or an Approved Fund. The consent of the Issuing Bank will be required for any assignment under the Revolving Credit Facility. Participations will be permitted without the consent of the Borrower or the Administrative Agent.

(d) No Assignment or Participation to Certain Persons. No assignment or participation may be made to natural persons, the Borrower or any of its affiliates or subsidiaries. No assignments may be made to any Defaulting Lender.

(e) The Senior Credit Facilities will include customary Lender ERISA representations.

In addition, the Financing Documentation shall provide that so long as no default or event of default is continuing, loans under the Term Loan B Facility or any Incremental Term Loans may be purchased by and assigned to the Borrower or any of its subsidiaries on a non-pro rata basis through Dutch auctions open to all Lenders on a pro rata basis in accordance with customary procedures to be agreed and/or open-market purchases; provided that any such loans shall be automatically and permanently cancelled immediately upon acquisition thereof by the Borrower or any of its subsidiaries and the Borrower may not use proceeds of the Revolving Credit Facility to purchase loans to the extent such loans are purchased at a discount.

Required Lenders:	On any date of determination, those Lenders who collectively hold more than 50% of the outstanding loans and unfunded commitments under the Senior Credit Facilities, or if the Senior Credit Facilities have been terminated, those Lenders who collectively hold more than 50% of the aggregate outstandings under the Senior Credit Facilities (the "Required Lenders"); provided that if any Lender shall be a Defaulting Lender (to be defined in the Financing Documentation) at such time, then the outstanding loans and unfunded commitments under the Senior Credit Facilities of such Defaulting Lender shall be excluded from the determination of Required Lenders.
Amendments and Waivers:	Amendments and waivers of the provisions of the Financing Documentation will require the approval of the Required Lenders, except that (a) the consent of all Lenders directly adversely affected thereby will be required with respect to (i) increases in the commitment of such Lenders, (ii) reductions of principal, interest, fees or other amounts, (iii) extensions of scheduled maturities or times for payment, (iv) reductions in the voting percentages and (v) except with respect to an extension made pursuant to the following paragraph, any pro rata sharing provisions, (b) the consent of all Lenders will be required with respect to releases of all or substantially all of the value of the Collateral or Guarantees and (c) the consent of the Lenders holding more than 50% of the outstanding loans and unfunded commitments under the Revolving Credit Facility shall be required to approve any amendment, waiver or consent for the purpose of satisfying a condition precedent to borrowing under the Revolving Credit Facility that would not be satisfied but for such amendment, waiver or consent. Notwithstanding the foregoing, (i) amendments and waivers of the Financial Covenant (or any of financial definitions included in (and for purposes of) the Financial Covenant) will require only the consent of Lenders holding more than 50% of the aggregate commitments and loans under the Revolving Facility and no other consents or approvals shall be required and (ii) amendments and waivers of the Financing Documentation that affect solely the Lenders under the Revolving Credit Facility or any Incremental Term Loan (including waiver or modification of conditions to extensions of credit under the Revolving Credit Facility, the availability and conditions to funding of any Incremental Term Loan (but not the conditions for implementing any Incremental Term Loan as noted above), pricing and other modifications), will require only the consent of Lenders holding more than 50% of the aggregate commitments or loans, as applicable, under the Revolving Credit Facility or such Incremental Term Loan, as applicable (or if applicable each affected Lender under the applicable Revolving Credit Facility or Incremental Term Loan) and no other consents or approvals shall be required.

	On or before the final maturity date of each of the Senior Credit Facilities, the Borrower shall have the right to extend the maturity date of all or a portion of the Senior Credit Facilities with only the consent of the Lenders whose loans or commitments are being extended, and otherwise on terms and conditions to be mutually agreed by the Administrative Agent and the Borrower (which may include an increase in the interest rate and/or fees for Lenders providing the extension); it being understood that each Lender under the tranche the maturity date of which is being extended shall have the opportunity to participate in such extension on the same terms and conditions as each other Lender under such tranche; provided that such extensions shall not subject to any "default stoppers", financial tests, "most favored nation" pricing or, unless requested by the Borrower, minimum extension condition provisions The Financing Documentation will contain "yank-a-bank" provisions as are usual and customary for financings of this kind.
Refinancing Facilities:	The Financing Documentation will permit the Borrower to refinance loans under the Term Loan Facility, Revolving Credit Facility or any Incremental Term Loan, from time to time, in whole or part, with one or more new term loan facilities, new revolving credit facilities or one or more series of senior unsecured notes or loans or senior secured notes or loans (collectively, "Refinancing Facilities") that may be secured by the Collateral on a *pari passu* basis with the Senior Credit Facilities, in each case on customary terms and conditions.
Indemnification:	The Credit Parties will indemnify the Lead Arranger, the Administrative Agent, each of the Lenders and their respective affiliates, partners, directors, officers, agents and advisors (each, an "indemnified person") and hold them harmless from and against all liabilities, damages, claims, costs and expenses (including reasonable fees, disbursements, settlement costs and other charges of counsel (limited to the reasonable and documented out-of-pocket fees, disbursements and other charges of one counsel to the indemnified persons taken as a whole and, if reasonably necessary, one local counsel in any relevant material jurisdiction, and, solely in the case of an actual conflict of interest, one additional counsel to the affected indemnified persons similarly situated taken as a whole in each relevant material jurisdiction)) relating to the Transactions or any transactions related thereto and the Borrower's use of the loan proceeds or the commitments; provided that no indemnified person will have any right to indemnification for any of the foregoing to the extent resulting from (a) such indemnified person's own gross negligence or willful misconduct as determined by a court of competent jurisdiction in a final non-appealable judgment, (b) a claim brought by the Borrower against an indemnified person for material breach in bad faith of the funding obligations of such indemnified person under the Commitment Letter or the Financing Documentation as determined by a court of competent jurisdiction in a final non-appealable judgment, or (c) any dispute solely among indemnified persons, other than any claims against any indemnified person in its respective capacity or in fulfilling its role as an administrative agent or arranger or any similar role hereunder or under the Senior Credit Facilities, and other than any claims arising out of any act or omission on the part of you or your subsidiaries or affiliates.

Expenses:	The Borrower shall pay (a) all reasonable and documented out-of-pocket expenses (including, without limitation, reasonable fees and expenses of counsel (limited to the reasonable and documented fees and expenses of one counsel to the Administrative Agent and Lead Arranger taken as a whole and, if necessary, of one local counsel in any relevant material jurisdiction)) of the Administrative Agent and the Lead Arranger (promptly following written demand therefor) associated with the syndication of the Senior Credit Facilities and the preparation, negotiation, execution, delivery and administration of the Financing Documentation and any amendment or waiver with respect thereto, subject to the provisions of the Fee Letter and (b) all reasonable and documented out-of-pocket expenses (including, without limitation, reasonable fees and expenses of counsel (limited to the reasonable and documented fees, disbursements and other charges of one counsel to the Administrative Agent and the Lenders taken as a whole, and, if necessary, of one local counsel in any relevant material jurisdiction and, solely in a conflict of interest, one additional counsel in each relevant material jurisdiction)) of the Administrative Agent and each of the Lenders promptly following written demand therefor in connection with the enforcement of the Financing Documentation or protection of rights thereunder.
Governing Law; Exclusive Jurisdiction and Forum:	The Financing Documentation will provide that each party thereto will submit to the exclusive jurisdiction and venue of the federal and state courts of the State of New York (except to the extent the Administrative Agent or any Lender requires submission to any other jurisdiction in connection with the exercise of any rights under any security document or the enforcement of any judgment). New York law will govern the Financing Documentation, except with respect to certain security documents where applicable local law is necessary for enforceability or perfection.
Waiver of Jury Trial and Punitive and Consequential Damages:	All parties to the Financing Documentation shall waive the right to trial by jury and the right to claim punitive or consequential damages.
Counsel for the Lead Arranger and the Administrative Agent:	Cahill Gordon & Reindel LLP
Other:	The Financing Documentation shall contain customary EU “bail-in” provisions.

SCHEDULE I

INTEREST AND FEES

Interest:

At the Borrower's option, loans will bear interest based on the Base Rate or LIBOR, as described below:

A. Base Rate Option

Interest will be at the Base Rate plus the applicable Interest Margin (as defined below). The "Base Rate" is defined as the highest of (a) the Federal Funds Rate, as published by the Federal Reserve Bank of New York, plus 1/2 of 1%, (b) the prime commercial lending rate of the Administrative Agent, as established from time to time at its principal U.S. office (which such rate is an index or base rate and will not necessarily be its lowest or best rate charged to its customers or other banks) and (c) the daily LIBOR (as defined below) for a one month Interest Period (as defined below) plus 1%. Interest shall be payable quarterly in arrears on the last day of each calendar quarter and (i) with respect to Base Rate Loans based on the Federal Funds Rate and LIBOR, shall be calculated on the basis of the actual number of days elapsed in a year of 360 days and (ii) with respect to Base Rate Loans based on the prime commercial lending rate of the Administrative Agent, shall be calculated on the basis of the actual number of days elapsed in a year of 365/366 days. Any loan bearing interest at the Base Rate is referred to herein as a "Base Rate Loan".

Base Rate Loans will be made on same business day's notice and will be in minimum amounts to be agreed upon.

B. LIBOR Option

Interest will be determined for periods ("Interest Periods") of one, two, three or six months (or twelve months if available and agreed to by all relevant Lenders) as selected by the Borrower and will be at an annual rate for Eurocurrency deposits for the corresponding deposits of U.S. dollars administered by ICE Benchmark Administration Limited (or any applicable successor quoting service) ("LIBOR") plus the applicable Interest Margin (as described below). LIBOR will be determined by the Administrative Agent at the start of each Interest Period and, other than in the case of LIBOR used in determining the Base Rate, will be fixed through such period. Interest will be paid on the last day of each Interest Period or, in the case of Interest Periods longer than three months, every three months, and will be calculated on the basis of the actual number of days elapsed in a year of 360 days. LIBOR will be adjusted for maximum statutory reserve requirements (if any), and in no event shall be less than 0%. Any loan bearing interest at LIBOR (other than a Base Rate Loan for which interest is determined by reference to LIBOR) is referred to herein as a "LIBOR Rate Loan".

	LIBOR Rate Loans will be made on three business days' prior notice and, in each case, will be in minimum amounts to be agreed upon. The Financing Documentation will include customary successor LIBOR provisions.
Default Interest:	2.00% on overdue amounts.
Interest Margins:	The applicable interest margins (the "Interest Margins") will be: (a) in the case of the Revolving Credit Facility, initially, 3.75% for LIBOR Rate Loans and 2.75% for Base Rate Loans; (b) in the case of the Term Loan B Facility, 3.75% for LIBOR Rate Loans and 2.75% for Base Rate Loans.
Commitment Fee:	A commitment fee (the "Commitment Fee") will accrue on the unused amounts of the commitments under the Revolving Credit Facility, with exclusions for Defaulting Lenders. Such Commitment Fee will be 0.50% per annum. All accrued Commitment Fees will be fully earned and due and payable quarterly in arrears (calculated on a 360-day basis) for the account of the Lenders under the Revolving Credit Facility and will accrue from the Closing Date.
Letter of Credit Fees:	The Borrower will pay to the Administrative Agent, for the account of the Lenders under the Revolving Credit Facility, letter of credit participation fees equal to the Interest Margin for LIBOR Rate Loans under the Revolving Credit Facility, in each case, on the undrawn amount of all outstanding Letters of Credit.
Other Fees:	The Lead Arranger and the Administrative Agent will receive such other fees as will have been agreed in a fee letter among them and the Borrower**.**

ANNEX C

$500 MILLION SENIOR SECURED CREDIT FACILITIES
CONDITIONS ANNEX

Capitalized terms used but not defined in this Annex C shall have the meanings set forth in the commitment letter to which this Annex C is attached or in Annex A or B thereto, as applicable. In the case of any such capitalized term that is subject to multiple and differing definitions, the appropriate meaning thereof shall be determined by reference to the context in which it is used. Subject, in each case, to the Limited Conditionality Provision, the availability and initial funding under the Senior Credit Facilities will be subject to solely the satisfaction (or waiver) of only the following conditions precedent:

1. (a) The Financing Documentation, which shall be consistent, in each case, with the Commitment Documents will have been executed and delivered to the Lead Arranger; provided that the terms of such Financing Documentation shall be prepared in accordance with the Documentation Principles and in a form such that they do not impair the availability of the Senior Credit Facilities on the Closing Date if the Exclusive Funding Conditions are satisfied, and (b) the Administrative Agent shall have received customary legal opinions, which shall expressly permit reliance by the successors and permitted assigns of each of the Administrative Agent and the Lenders, customary secretary's certificates which include evidence of authorization, organizational documents and good standing certificates (with respect to the applicable jurisdiction of incorporation or organization of each Credit Party) and a customary borrowing notice.

2. To the extent required by the Financing Documentation, all documents and instruments required to create and perfect the Administrative Agent's security interests in the Collateral shall have been executed and delivered and, if applicable, be in proper form for filing.

3. Since the date of the Acquisition Agreement (as defined below) there shall not have been any event, change, effect or development that, individually or in the aggregate, has had or would reasonably be expected to have a Material Adverse Effect (as defined in the Acquisition Agreement).

4. The Lead Arranger shall be reasonably satisfied with the documentation for the Acquisition and other aspects of the Transactions, including the purchase agreement executed in connection the Acquisition (the "Acquisition Agreement") and all exhibits and schedules thereto. The Acquisition shall be consummated substantially concurrently with the initial funding of the Senior Credit Facilities in accordance with applicable law and the Acquisition Agreement without giving effect to any waiver, modification or consent thereunder that is materially adverse to the interests of the Lead Arranger or the Lenders (unless approved by the Lead Arranger (such consent not to be unreasonably withheld or delayed)), it being understood that, without limitation, any increase in the purchase price shall not be materially adverse to the Lead Arranger or the Lenders if funded solely by the issuance of the Borrower's common equity and any decrease in the purchase price of 10% or less shall not be materially adverse to the Lead Arranger or the Lenders.

5. The Refinancing shall have been consummated prior to, or shall be consummated substantially simultaneously with the initial borrowing under the Senior Credit Facilities.

6. The Lead Arranger shall have received:

(a) with respect to Carrols and its subsidiaries, (i) audited consolidated balance sheets and related consolidated statements of income, shareholder's equity and cash flows for the three most recently completed fiscal years ended at least 90 days prior to the Closing Date, (ii) unaudited consolidated balance sheets and related consolidated statements of income and cash flows for each interim fiscal quarter (other than the fourth fiscal quarter of Carrols' fiscal year) ended since the last audited financial statements and at least 45 days prior to the Closing Date and (iii) internal consolidated balance sheets and related consolidated statements of income and cash flows for each interim fiscal month ended since the last quarterly financial statements and at least 30 days prior to the Closing Date; provided that the Commitment Parties acknowledge that they have received the financial statements required by clause (i) above (other than, for the avoidance of doubt, the financial statements as of and for fiscal year ended December 31, 2018), the unaudited consolidated balance sheets and unaudited consolidated statements of operations in respect of clause (ii) as of and for the fiscal quarters ended March 31, 2018, June 30, 2018, and September 30, 2018, and the internal consolidated balance sheets and related consolidated statements of income and cash flows in respect of clause (iii) as of and for each fiscal month ending on or prior to January 31, 2019;

(b) with respect to the Acquired Company and its subsidiaries, (i) audited carve-out combined balance sheet of the CFP Business (as defined in the Acquisition Agreement) as of (x) December 31, 2017 and (y) to the extent ended at least 90 days prior to the Closing Date, December 31, 2018 and the related audited carve-out combined statements of income, member's equity and cash flows of the CFP Business for the fiscal year ended (x) December 31, 2017 and (y) to the extent ended at least 90 days prior to the Closing Date, December 31, 2018, and (ii) unaudited carve-out combined balance sheet of the CFP Business and the related audited carve-out combined statements of income, member's equity and cash flows of the CFP Business for each interim fiscal quarter (other than the fourth fiscal quarter of the Acquired Company's fiscal year) ended since the last audited financial statements and at least 45 days prior to the Closing Date; provided that the Commitment Parties acknowledge that they have received the financial statements required by clause (i) above with respect to the fiscal year ended December 31, 2017 and the unaudited consolidated balance sheets and unaudited consolidated statements of operations in respect of clause (ii) as of March 31, 2018, June 30, 2018, and September 30, 2018;

(c) a pro forma consolidated balance sheet and related pro forma consolidated statements of income and cash flows of the Borrower as of and for the twelve-month period ending on the last day of the most recently completed four-fiscal quarter period ended at least 45 days (or 90 days in case such four-fiscal quarter period is the end of the Company's fiscal year) prior to the Closing Date, prepared in good faith after giving pro forma effect to each element of the Transactions, prepared as if the Transactions had occurred on the last day of such four quarter period (in the case of such balance sheet) or at the beginning of such period (in the case of such other financial statements); and

(d) a certificate (substantially in the form set forth in Annex I attached to this Annex C) from the chief financial officer of the Borrower certifying that after giving pro forma effect to each element of the Transactions the Borrower and its subsidiaries (on a consolidated basis) are solvent.

7. The Lead Arranger shall have received, at least 5 business days prior to the Closing Date, all documentation and other information required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including, without limitation, the PATRIOT Act, that has been requested at least 10 business days prior to the Closing Date**,** and a Beneficial Ownership Certification.

8. The Lead Arranger shall have been afforded a period (such period, the "Marketing Period") in which to syndicate the Senior Credit Facilities of at least 15 consecutive business days after the receipt of all of the necessary information and certifications in order to complete, and a customary authorization letter with respect to, the final confidential information memorandum or memoranda to be used in connection with the syndication of the Senior Credit Facilities (such information, certifications and authorization letter, collectively, the "CIM Information"). If the Borrower in good faith reasonably believes that it has delivered the CIM Information, it may deliver to the Lead Arranger written notice to that effect (stating when it believes it completed any such delivery), in which case the receipt of the CIM Information shall be deemed to have occurred and the 15 consecutive business day period described above shall be deemed to have commenced on the second business day following the date of receipt of such notice, unless the Lead Arranger in good faith reasonably believes that the Borrower has not completed delivery of the CIM Information and, within two business days after its receipt of such notice from the Borrower, the Lead Arranger delivers a written notice to the Borrower to that effect (stating with specificity which information is required to complete the delivery of the CIM Information).

9. All fees and expenses due to the Lead Arranger, the Administrative Agent and the Lenders required to be paid on the Closing Date and invoiced at least 3 business days before the Closing Date (including the fees and expenses of counsel for the Lead Arranger and the Administrative Agent) will have been paid (which fees and expenses may be funded from the proceeds of the initial fundings under the Senior Credit Facilities).

10. All of the representations and warranties in the Financing Documentation shall be true and correct in all material respects (or if qualified by materiality or material adverse effect, in all respects) on the Closing Date, subject to the Limited Conditionality Provision. The Specified Acquisition Agreement Representations will be true and correct to the extent required by the Limited Conditionality Provision and the Specified Representations will be true and correct in all material respects (or if qualified by materiality or material adverse effect, in all respects).

Annex I to
Annex C

Form of Solvency Certificate

[●][●], 2019

This Solvency Certificate is being executed and delivered pursuant to Section **[●]** of that certain **[●]** (the "Credit Agreement"; the terms defined therein being used herein as therein defined).

I, **[●]**, the **[Chief Financial Officer/equivalent officer]** of Borrower, in such capacity and not in an individual capacity, hereby certify as follows:

1. I am familiar with the finances, businesses, properties and assets of the Borrower and its subsidiaries, taken as a whole, and am duly authorized to execute this Solvency Certificate on behalf of the Borrower pursuant to the Credit Agreement. I have reviewed the Credit Documents and such other documentation and information and have made such investigation and inquiries as I have deemed necessary and prudent therefor;

2. As of the date hereof and immediately after giving effect to the Transactions and the incurrence of the indebtedness and obligations being incurred in connection with the Credit Agreement and the Transactions, that, (i) the sum of the debt (including contingent, subordinated and other liabilities) of the Borrower and its subsidiaries, taken as a whole, does not exceed the fair value of the properties of the Borrower and its subsidiaries, taken as a whole; (ii) the capital of the Borrower and its subsidiaries, taken as a whole, is not unreasonably small in relation to the business of the Borrower and its subsidiaries, taken as a whole, engaged in or contemplated as of the date hereof; (iii) the present fair saleable value of the assets of the Borrower and its subsidiaries, on a consolidated basis, is greater than the total amount that will be required to pay the probable liabilities (including contingent, subordinated and other liabilities) of the Borrower and its subsidiaries as they become absolute and matured, (iv) the Borrower and its subsidiaries, taken as a whole, do not intend to incur, or believe that they will incur, debts (including current obligations and contingent, subordinated and other liabilities) beyond their ability to pay such debts as they mature in the ordinary course of business and (v) the Borrower and its subsidiaries, taken as a whole, are able to pay their debts and liabilities and identified contingent obligations as they mature in the ordinary course of business. For the purposes hereof, the amount of any contingent liability at any time shall be computed as the amount that, in light of all of the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability; and

3. I acknowledge that the Administrative Agent and the Lenders are relying on the truth and accuracy of this Solvency Certificate in connection with the making of Loans and the issuance of Letters of Credit under the Credit Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, I have executed this Solvency Certificate on the date first written above.

[SIGNATURE BLOCK]

Exhibit 10.3

EXECUTION VERSION

VOTING AGREEMENT

This Voting Agreement (this "**Agreement**"), dated as of February 19, 2019, is between the undersigned stockholder ("**Stockholder**") of the Carrols Public Entity (as hereinafter defined) and Cambridge Franchise Holdings, LLC, a Delaware limited liability company ("**CFH**").

WHEREAS, Carrols Restaurant Group, Inc., a Delaware corporation ("**Carrols**"), Carrols Holdco Inc., a Delaware corporation (the "**Company**"), and CFH have entered into that certain Agreement and Plan of Merger, dated as of the date hereof (as the same may be amended from time to time, the "**Merger Agreement**"), providing for, among other things, the acquisition by the Company of a wholly owned subsidiary of CFH, effected by the merger of such subsidiary with and into a wholly owned subsidiary of the Company, in consideration for the issuance by the Company to CFH of, among other things, shares of newly designated Series C Convertible Preferred Stock, in each case, pursuant to the terms and conditions of the Merger Agreement;

WHEREAS, the Company has agreed in the Merger Agreement to provide each stockholder of the Company entitled to vote at the annual meeting of the stockholders of the Company to be held in 2019, or at any special meeting of the stockholders of the Company held prior to such date (as applicable, the "**Stockholder Meeting**"), a proxy statement soliciting each such stockholder's affirmative vote at the Stockholder Meeting for the stockholder approval contemplated by Section 6(b) of the NewCRG Series C Certificate of Designation (the "**Issuance Resolutions**") and to use commercially reasonable efforts to solicit its stockholders to obtain such stockholder approval, and, if the Issuance Resolutions are not so approved at the Stockholder Meeting, to provide such a proxy statement at each subsequent annual or special meeting of the stockholders of the Company and continue to use commercially reasonable efforts to solicit its stockholders to obtain such stockholder approval until the Issuance Resolutions are so approved;

WHEREAS, in order to induce CFH to enter into the Merger Agreement, Stockholder has agreed to execute and deliver this Agreement and to make certain representations, warranties, covenants and agreements with respect to the shares of common stock, par value $0.01 per share, of the Carrols Public Entity ("**Common Stock**") beneficially owned by Stockholder and set forth below Stockholder's signature on the signature page hereto (the "**Original Shares**") and any additional "**Shares**" (as defined in Section 1 below).

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions.

For purposes of this Agreement, capitalized terms used and not defined herein shall have the respective meanings ascribed to them in the Merger Agreement.

The term "**Carrols Public Entity**" shall mean (a) prior to the Closing, Carrols and (b) from and after the Closing, the Company.

The term "**Options**" shall have the meaning set forth in Section 2(b).

The term **"Shares"** shall mean the Original Shares, as they may be adjusted due to the acquisition of additional shares of Common Stock or the transfer of Original Shares pursuant to Section 5 hereof.

The term "**Transfer**" shall have the meaning set forth in Section 5.

2. Representations of Stockholder.

Stockholder represents and warrants to CFH that:

(a) (i) Stockholder owns beneficially (as such term is defined in Rule 13d-3 under the Exchange Act) all of the Original Shares free and clear of all Liens, and (ii) except pursuant hereto, there are no options, warrants or other rights, agreements, arrangements or commitments of any character to which Stockholder is a party relating to the pledge, disposition or voting of any of the Original Shares and there are no voting trusts or voting agreements with respect to the Original Shares.

(b) Stockholder does not beneficially own any equity securities or voting securities of the Carrols Public Entity other than (i) the Original Shares and (ii) any options, warrants, restricted stock units or other rights to acquire any additional shares of Common Stock or any security exercisable for or convertible into shares of Common Stock and set forth on the signature page of this Agreement (collectively, "**Options**").

(c) Stockholder has full power and authority to enter into, execute and deliver this Agreement and to perform fully Stockholder's obligations hereunder (including the proxy described in Section 3(b) below). This Agreement has been duly and validly executed and delivered by Stockholder and constitutes the legal, valid and binding obligation of Stockholder, enforceable against Stockholder in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium or creditors' rights generally or principles of equity.

(d) The consummation by Stockholder of the transactions contemplated hereby or compliance by Stockholder with any of the provisions hereof will conflict with or result in a breach, or constitute a default (with or without notice of lapse of time or both) under any provision of, any trust agreement, loan or credit agreement, note, bond, mortgage, indenture, lease or other agreement, instrument or Law applicable to Stockholder or to Stockholder's property or assets.

(e) No consent, approval or authorization of, or designation, declaration or filing with, any Governmental Authority or other Person on the part of Stockholder is required in connection with the valid execution and delivery of this Agreement. If Stockholder is an individual, no consent of Stockholder's spouse is necessary under any "community property" or other laws in order for Stockholder to enter into and perform its obligations under this Agreement.

3. Agreement to Vote Shares; Irrevocable Proxy.

(a) Stockholder agrees that, during the term of this Agreement, it shall, and shall cause each holder of record of Shares to, vote the Shares at each annual or special meeting of the stockholders of the Carrols Public Entity at which the matters set forth in the following clause (i) or (ii), as applicable, are considered and at every adjournment or postponement thereof, and to execute a written consent or consents if stockholders of the Carrols Public Entity are requested to vote their shares through the execution of an action by written consent in lieu of any such annual or special meeting of the stockholders of the Carrols Public Entity or any adjournment or postponement thereof: (i) in favor of the Issuance Resolutions and (ii) against any action, proposal, transaction or agreement that would reasonably be expected to impede, interfere with, delay, discourage, adversely affect or inhibit the timely consummation of the matters contemplated by the Merger Agreement or the Issuance Resolutions.

(b) Stockholder hereby appoints CFH and any designee of CFH, and each of them individually, its proxies and attorneys-in-fact, with full power of substitution and resubstitution, to vote or act by written consent during the term of this Agreement solely with respect to the Shares in accordance with Section 3(a). This proxy and power of attorney is given to secure the performance of the duties of Stockholder under this Agreement. Stockholder shall take such further action or execute such other instruments as may be necessary to effectuate the intent of this proxy. This proxy and power of attorney granted by Stockholder shall be irrevocable during the term of this Agreement, shall be deemed to be coupled with an interest sufficient in law to support an irrevocable proxy and shall revoke any and all prior proxies granted by Stockholder with respect to the Shares. The power of attorney granted by Stockholder herein is a durable power of attorney and shall survive the dissolution, bankruptcy, death or incapacity of Stockholder. The proxy and power of attorney granted hereunder shall terminate upon the termination of this Agreement.

4. No Voting Trusts or Other Arrangement.

Stockholder agrees that Stockholder will not, and will not permit any entity under Stockholder's control to, deposit any of the Shares in a voting trust, grant any proxies with respect to the Shares or subject any of the Shares to any arrangement with respect to the voting of the Shares other than agreements entered into with CFH.

5. Additional Shares.

Stockholder agrees that all shares of Common Stock that Stockholder purchases or acquires the right to vote or of which Stockholder otherwise acquires beneficial ownership (as defined in Rule 13d-3 under the Exchange Act) after the execution of this Agreement shall be subject to the terms of this Agreement and shall constitute Shares for all purposes of this Agreement.

The parties agree that nothing in this Agreement shall be deemed to limit or restrict the Stockholder's ability to, directly or indirectly, transfer, sell, offer, exchange, assign, pledge or otherwise dispose of or encumber ("**Transfer**") any of the Shares or enter into any contract, option or other agreement with respect to, or consent to, a Transfer of any of the Shares or Stockholder's voting or economic interest therein; provided that either (a) such Transfer is made (i) in an open market transaction or (ii) by virtue of the Carrols Merger or (b) the transferee of such Transferred Shares agrees in a writing, reasonably satisfactory in form and substance to CFH, to be bound by all of the terms of this Agreement as if it were Stockholder for all purposes hereunder.

6. Termination.

(a) Subject to Section 6(b), this Agreement shall terminate upon the earliest to occur of (i) the date on which the Issuance Resolutions are approved by the stockholders of the Company as contemplated by Section 6(b) of the NewCRG Series C Certificate of Designation, (ii) the date on which the Merger Agreement is terminated in accordance with its terms and (iii) the date of any amendment to the Merger Agreement or any change to or modification of the NewCRG Series C Certificate of Designation, in each case which change is materially adverse to the Company or Stockholder.

(b) The termination of this Agreement shall not prevent any party hereto from seeking any remedies (at law or in equity) against another party hereto or relieve such party from liability for such party's breach of any provision of this Agreement prior to the termination of this Agreement. Notwithstanding anything to the contrary herein, the provisions of this Section 6(b) shall survive the termination of this Agreement.

7. No Agreement as Director or Officer.

Stockholder makes no agreement or understanding in this Agreement in Stockholder's capacity as a director or officer of the Carrols Public Entity or any of its subsidiaries (if Stockholder holds such office), and nothing in this Agreement: (a) will limit or affect any actions or omissions by Stockholder in stockholder's capacity as such a director or officer, including in exercising rights of Carrols or the Company under the Merger Agreement, and no such actions or omissions shall be deemed a breach of this Agreement or (b) will be construed to prohibit, limit or restrict Stockholder from exercising Stockholder's fiduciary duties as an officer or director of the Carrols Public Entity or to its stockholders.

8. Specific Performance.

Each party hereto acknowledges that it will be impossible to measure in money the damage to the other party if a party hereto fails to comply with any of the obligations imposed by this Agreement, that every such obligation is material and that, in the event of any such failure, the other party will not have an adequate remedy at law or damages. Accordingly, each party hereto agrees that injunctive relief or other equitable remedy, in addition to remedies at law or damages, is the appropriate remedy for any such failure and will not oppose the seeking of such relief on the basis that the other party has an adequate remedy at law. Each party hereto agrees that it will not seek, and agrees to waive any requirement for, the securing or posting of a bond in connection with the other party's seeking or obtaining such equitable relief.

9. Entire Agreement.

This Agreement supersedes all prior agreements, written or oral, between the parties hereto with respect to the subject matter hereof and contains the entire agreement between the parties with respect to the subject matter hereof. This Agreement may not be amended or supplemented, and no provisions hereof may be modified or waived, except by an instrument in writing signed by both of the parties hereto. No waiver of any provisions hereof by either party shall be deemed a waiver of any other provisions hereof by such party, nor shall any such waiver be deemed a continuing waiver of any provision hereof by such party.

10. Notices.

All notices, requests, claims, demands, and other communications hereunder shall be in writing and shall be deemed to have been given (a) immediately upon delivery by hand on a Business Day during regular business hours (or on the next Business Day if delivered by hand otherwise), (b) one (1) Business Day after being sent for next Business Day delivery, fees prepaid, via a reputable nationwide overnight courier service, (c) immediately upon transmission via e-mail of a PDF document on a Business Day during regular business hours (or on the next Business Day if transmitted via email of a PDF document otherwise), or (d) three (3) Business Days after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 10):

If to CFH, to the address or email address set forth for CFH in Section 10.02 of the Merger Agreement.

If to Stockholder, to the address or email address set forth for Stockholder on the signature page hereof.

11. Miscellaneous.

(a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Delaware.

(b) The parties hereby irrevocably submit to the exclusive jurisdiction of the Court of Chancery of the State of Delaware and the federal courts of the United States of America located in the State of Delaware in respect of the interpretation and enforcement of the provisions of this Agreement.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 11(c).

(d) The parties acknowledge that they have participated jointly in the negotiation and execution of this Agreement and hereby waive the application of any Law of construction that would provide that any ambiguity in this Agreement or any other agreement or document will be construed against the party drafting such agreement or document.

(e) If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(f) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

(g) Each party hereto shall execute and deliver such additional documents as may be necessary or desirable to effect the transactions contemplated by this Agreement.

(h) All Section headings herein are for convenience of reference only and are not part of this Agreement, and no construction or reference shall be derived therefrom.

(i) The obligations of Stockholder set forth in this Agreement shall not be effective or binding upon Stockholder until after such time as the Merger Agreement is executed and delivered by the parties thereto, and the parties hereto agree that there is not and has not been any other agreement, arrangement or understanding between the parties hereto with respect to the matters set forth herein.

(j) Neither party to this Agreement may assign any of its rights or obligations under this Agreement without the prior written consent of the other party hereto, except that CFH may assign, in its sole discretion, all or any of its rights, interests and obligations hereunder to any of its Affiliates. Any assignment contrary to the provisions of this Section 11(j) shall be null and void.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first written above.

CAMBRIDGE FRANCHISE HOLDINGS, LLC

By: /s/ Matthew Perelman
Name: Matthew Perelman
Title: Co-President

By: /s/ Alex Sloane
Name: Alex Sloane
Title: Co-President

DANIEL T. ACCORDINO

/s/ Daniel T. Accordino

Number of shares of Company Common Stock beneficially owned as of the date of this Agreement: 1,395,014

Number of Options beneficially owned as of the date of this Agreement: 0

Address: c/o Carrols Restaurant Group, Inc., 968 James Street, Syracuse, NY 13203

[Signature Page to Voting Agreement]

Exhibit 10.4

EXECUTION VERSION

VOTING AGREEMENT

This Voting Agreement (this "**Agreement**"), dated as of February 19, 2019, is between the undersigned stockholder ("**Stockholder**") of the Carrols Public Entity (as hereinafter defined) and Cambridge Franchise Holdings, LLC, a Delaware limited liability company ("**CFH**").

WHEREAS, Carrols Restaurant Group, Inc., a Delaware corporation ("**Carrols**"), Carrols Holdco Inc., a Delaware corporation (the "**Company**"), and CFH have entered into that certain Agreement and Plan of Merger, dated as of the date hereof (as the same may be amended from time to time, the "**Merger Agreement**"), providing for, among other things, the acquisition by the Company of a wholly owned subsidiary of CFH, effected by the merger of such subsidiary with and into a wholly owned subsidiary of the Company, in consideration for the issuance by the Company to CFH of, among other things, shares of newly designated Series C Convertible Preferred Stock, in each case, pursuant to the terms and conditions of the Merger Agreement;

WHEREAS, the Company has agreed in the Merger Agreement to provide each stockholder of the Company entitled to vote at the annual meeting of the stockholders of the Company to be held in 2019, or at any special meeting of the stockholders of the Company held prior to such date (as applicable, the "**Stockholder Meeting**"), a proxy statement soliciting each such stockholder's affirmative vote at the Stockholder Meeting for the stockholder approval contemplated by Section 6(b) of the NewCRG Series C Certificate of Designation (the "**Issuance Resolutions**") and to use commercially reasonable efforts to solicit its stockholders to obtain such stockholder approval, and, if the Issuance Resolutions are not so approved at the Stockholder Meeting, to provide such a proxy statement at each subsequent annual or special meeting of the stockholders of the Company and continue to use commercially reasonable efforts to solicit its stockholders to obtain such stockholder approval until the Issuance Resolutions are so approved;

WHEREAS, in order to induce CFH to enter into the Merger Agreement, Stockholder has agreed to execute and deliver this Agreement and to make certain representations, warranties, covenants and agreements with respect to the shares of common stock, par value $0.01 per share, of the Carrols Public Entity ("**Common Stock**") beneficially owned by Stockholder and set forth below Stockholder's signature on the signature page hereto (the "**Original Shares**") and any additional "**Shares**" (as defined in Section 1 below).

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions.

For purposes of this Agreement, capitalized terms used and not defined herein shall have the respective meanings ascribed to them in the Merger Agreement.

The term "**Carrols Public Entity**" shall mean (a) prior to the Closing, Carrols and (b) from and after the Closing, the Company.

The term "**Options**" shall have the meaning set forth in Section 2(b).

The term **"Shares"** shall mean the Original Shares, as they may be adjusted due to the acquisition of additional shares of Common Stock or the transfer of Original Shares pursuant to Section 5 hereof.

The term "**Transfer**" shall have the meaning set forth in Section 5.

2. Representations of Stockholder.

Stockholder represents and warrants to CFH that:

(a) (i) Stockholder owns beneficially (as such term is defined in Rule 13d-3 under the Exchange Act) all of the Original Shares free and clear of all Liens, and (ii) except pursuant hereto, there are no options, warrants or other rights, agreements, arrangements or commitments of any character to which Stockholder is a party relating to the pledge, disposition or voting of any of the Original Shares and there are no voting trusts or voting agreements with respect to the Original Shares.

(b) Stockholder does not beneficially own any equity securities or voting securities of the Carrols Public Entity other than (i) the Original Shares and (ii) any options, warrants, restricted stock units or other rights to acquire any additional shares of Common Stock or any security exercisable for or convertible into shares of Common Stock and set forth on the signature page of this Agreement (collectively, "**Options**").

(c) Stockholder has full power and authority to enter into, execute and deliver this Agreement and to perform fully Stockholder's obligations hereunder (including the proxy described in Section 3(b) below). This Agreement has been duly and validly executed and delivered by Stockholder and constitutes the legal, valid and binding obligation of Stockholder, enforceable against Stockholder in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium or creditors' rights generally or principles of equity.

(d) The consummation by Stockholder of the transactions contemplated hereby or compliance by Stockholder with any of the provisions hereof will conflict with or result in a breach, or constitute a default (with or without notice of lapse of time or both) under any provision of, any trust agreement, loan or credit agreement, note, bond, mortgage, indenture, lease or other agreement, instrument or Law applicable to Stockholder or to Stockholder's property or assets.

(e) No consent, approval or authorization of, or designation, declaration or filing with, any Governmental Authority or other Person on the part of Stockholder is required in connection with the valid execution and delivery of this Agreement. If Stockholder is an individual, no consent of Stockholder's spouse is necessary under any "community property" or other laws in order for Stockholder to enter into and perform its obligations under this Agreement.

3. Agreement to Vote Shares; Irrevocable Proxy.

(a) Stockholder agrees that, during the term of this Agreement, it shall, and shall cause each holder of record of Shares to, vote the Shares at each annual or special meeting of the stockholders of the Carrols Public Entity at which the matters set forth in the following clause (i) or (ii), as applicable, are considered and at every adjournment or postponement thereof, and to execute a written consent or consents if stockholders of the Carrols Public Entity are requested to vote their shares through the execution of an action by written consent in lieu of any such annual or special meeting of the stockholders of the Carrols Public Entity or any adjournment or postponement thereof: (i) in favor of the Issuance Resolutions and (ii) against any action, proposal, transaction or agreement that would reasonably be expected to impede, interfere with, delay, discourage, adversely affect or inhibit the timely consummation of the matters contemplated by the Merger Agreement or the Issuance Resolutions.

(b) Stockholder hereby appoints CFH and any designee of CFH, and each of them individually, its proxies and attorneys-in-fact, with full power of substitution and resubstitution, to vote or act by written consent during the term of this Agreement solely with respect to the Shares in accordance with Section 3(a). This proxy and power of attorney is given to secure the performance of the duties of Stockholder under this Agreement. Stockholder shall take such further action or execute such other instruments as may be necessary to effectuate the intent of this proxy. This proxy and power of attorney granted by Stockholder shall be irrevocable during the term of this Agreement, shall be deemed to be coupled with an interest sufficient in law to support an irrevocable proxy and shall revoke any and all prior proxies granted by Stockholder with respect to the Shares. The power of attorney granted by Stockholder herein is a durable power of attorney and shall survive the dissolution, bankruptcy, death or incapacity of Stockholder. The proxy and power of attorney granted hereunder shall terminate upon the termination of this Agreement.

4. No Voting Trusts or Other Arrangement.

Stockholder agrees that Stockholder will not, and will not permit any entity under Stockholder's control to, deposit any of the Shares in a voting trust, grant any proxies with respect to the Shares or subject any of the Shares to any arrangement with respect to the voting of the Shares other than agreements entered into with CFH.

5. Additional Shares.

Stockholder agrees that all shares of Common Stock that Stockholder purchases or acquires the right to vote or of which Stockholder otherwise acquires beneficial ownership (as defined in Rule 13d-3 under the Exchange Act) after the execution of this Agreement shall be subject to the terms of this Agreement and shall constitute Shares for all purposes of this Agreement.

The parties agree that nothing in this Agreement shall be deemed to limit or restrict the Stockholder's ability to, directly or indirectly, transfer, sell, offer, exchange, assign, pledge or otherwise dispose of or encumber ("**Transfer**") any of the Shares or enter into any contract, option or other agreement with respect to, or consent to, a Transfer of any of the Shares or Stockholder's voting or economic interest therein; provided that either (a) such Transfer is made (i) in an open market transaction or (ii) by virtue of the Carrols Merger or (b) the transferee of such Transferred Shares agrees in a writing, reasonably satisfactory in form and substance to CFH, to be bound by all of the terms of this Agreement as if it were Stockholder for all purposes hereunder.

6. Termination.

(a) Subject to Section 6(b), this Agreement shall terminate upon the earliest to occur of (i) the date on which the Issuance Resolutions are approved by the stockholders of the Company as contemplated by Section 6(b) of the NewCRG Series C Certificate of Designation, (ii) the date on which the Merger Agreement is terminated in accordance with its terms and (iii) the date of any amendment to the Merger Agreement or any change to or modification of the NewCRG Series C Certificate of Designation, in each case which change is materially adverse to the Company or Stockholder.

(b) The termination of this Agreement shall not prevent any party hereto from seeking any remedies (at law or in equity) against another party hereto or relieve such party from liability for such party's breach of any provision of this Agreement prior to the termination of this Agreement. Notwithstanding anything to the contrary herein, the provisions of this Section 6(b) shall survive the termination of this Agreement.

7. No Agreement as Director or Officer.

Stockholder makes no agreement or understanding in this Agreement in Stockholder's capacity as a director or officer of the Carrols Public Entity or any of its subsidiaries (if Stockholder holds such office), and nothing in this Agreement: (a) will limit or affect any actions or omissions by Stockholder in stockholder's capacity as such a director or officer, including in exercising rights of Carrols or the Company under the Merger Agreement, and no such actions or omissions shall be deemed a breach of this Agreement or (b) will be construed to prohibit, limit or restrict Stockholder from exercising Stockholder's fiduciary duties as an officer or director of the Carrols Public Entity or to its stockholders.

8. Specific Performance.

Each party hereto acknowledges that it will be impossible to measure in money the damage to the other party if a party hereto fails to comply with any of the obligations imposed by this Agreement, that every such obligation is material and that, in the event of any such failure, the other party will not have an adequate remedy at law or damages. Accordingly, each party hereto agrees that injunctive relief or other equitable remedy, in addition to remedies at law or damages, is the appropriate remedy for any such failure and will not oppose the seeking of such relief on the basis that the other party has an adequate remedy at law. Each party hereto agrees that it will not seek, and agrees to waive any requirement for, the securing or posting of a bond in connection with the other party's seeking or obtaining such equitable relief.

9. Entire Agreement.

This Agreement supersedes all prior agreements, written or oral, between the parties hereto with respect to the subject matter hereof and contains the entire agreement between the parties with respect to the subject matter hereof. This Agreement may not be amended or supplemented, and no provisions hereof may be modified or waived, except by an instrument in writing signed by both of the parties hereto. No waiver of any provisions hereof by either party shall be deemed a waiver of any other provisions hereof by such party, nor shall any such waiver be deemed a continuing waiver of any provision hereof by such party.

10. Notices.

All notices, requests, claims, demands, and other communications hereunder shall be in writing and shall be deemed to have been given (a) immediately upon delivery by hand on a Business Day during regular business hours (or on the next Business Day if delivered by hand otherwise), (b) one (1) Business Day after being sent for next Business Day delivery, fees prepaid, via a reputable nationwide overnight courier service, (c) immediately upon transmission via e-mail of a PDF document on a Business Day during regular business hours (or on the next Business Day if transmitted via email of a PDF document otherwise), or (d) three (3) Business Days after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 10):

If to CFH, to the address or email address set forth for CFH in Section 10.02 of the Merger Agreement.

If to Stockholder, to the address or email address set forth for Stockholder on the signature page hereof.

11. Miscellaneous.

(a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Delaware.

(b) The parties hereby irrevocably submit to the exclusive jurisdiction of the Court of Chancery of the State of Delaware and the federal courts of the United States of America located in the State of Delaware in respect of the interpretation and enforcement of the provisions of this Agreement.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 11(c).

(d) The parties acknowledge that they have participated jointly in the negotiation and execution of this Agreement and hereby waive the application of any Law of construction that would provide that any ambiguity in this Agreement or any other agreement or document will be construed against the party drafting such agreement or document.

(e) If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(f) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

(g) Each party hereto shall execute and deliver such additional documents as may be necessary or desirable to effect the transactions contemplated by this Agreement.

(h) All Section headings herein are for convenience of reference only and are not part of this Agreement, and no construction or reference shall be derived therefrom.

(i) The obligations of Stockholder set forth in this Agreement shall not be effective or binding upon Stockholder until after such time as the Merger Agreement is executed and delivered by the parties thereto, and the parties hereto agree that there is not and has not been any other agreement, arrangement or understanding between the parties hereto with respect to the matters set forth herein.

(j) Neither party to this Agreement may assign any of its rights or obligations under this Agreement without the prior written consent of the other party hereto, except that CFH may assign, in its sole discretion, all or any of its rights, interests and obligations hereunder to any of its Affiliates. Any assignment contrary to the provisions of this Section 11(j) shall be null and void.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first written above.

CAMBRIDGE FRANCHISE HOLDINGS, LLC

By: /s/ Matthew Perelman
Name: Matthew Perelman
Title: Co-President

By: /s/ Alex Sloane
Name: Alex Sloane
Title: Co-President

PAUL R. FLANDERS

/s/ Paul R. Flanders

Number of shares of Company Common Stock beneficially owned as of the date of this Agreement: 350,411

Number of Options beneficially owned as of the date of this Agreement: 0

Address: c/o Carrols Restaurant Group, Inc.,
968 James Street, Syracuse, NY 13203

[Signature Page to Voting Agreement]

Exhibit 10.5

EXECUTION VERSION

VOTING AGREEMENT

This Voting Agreement (this "**Agreement**"), dated as of February 19, 2019, is between the undersigned stockholder ("**Stockholder**") of the Carrols Public Entity (as hereinafter defined) and Cambridge Franchise Holdings, LLC, a Delaware limited liability company ("**CFH**").

WHEREAS, Carrols Restaurant Group, Inc., a Delaware corporation ("**Carrols**"), Carrols Holdco Inc., a Delaware corporation (the "**Company**"), and CFH have entered into that certain Agreement and Plan of Merger, dated as of the date hereof (as the same may be amended from time to time, the "**Merger Agreement**"), providing for, among other things, the acquisition by the Company of a wholly owned subsidiary of CFH, effected by the merger of such subsidiary with and into a wholly owned subsidiary of the Company, in consideration for the issuance by the Company to CFH of, among other things, shares of newly designated Series C Convertible Preferred Stock, in each case, pursuant to the terms and conditions of the Merger Agreement;

WHEREAS, the Company has agreed in the Merger Agreement to provide each stockholder of the Company entitled to vote at the annual meeting of the stockholders of the Company to be held in 2019, or at any special meeting of the stockholders of the Company held prior to such date (as applicable, the "**Stockholder Meeting**"), a proxy statement soliciting each such stockholder's affirmative vote at the Stockholder Meeting for the stockholder approval contemplated by Section 6(b) of the NewCRG Series C Certificate of Designation (the "**Issuance Resolutions**") and to use commercially reasonable efforts to solicit its stockholders to obtain such stockholder approval, and, if the Issuance Resolutions are not so approved at the Stockholder Meeting, to provide such a proxy statement at each subsequent annual or special meeting of the stockholders of the Company and continue to use commercially reasonable efforts to solicit its stockholders to obtain such stockholder approval until the Issuance Resolutions are so approved;

WHEREAS, in order to induce CFH to enter into the Merger Agreement, Stockholder has agreed to execute and deliver this Agreement and to make certain representations, warranties, covenants and agreements with respect to the shares of common stock, par value $0.01 per share, of the Carrols Public Entity ("**Common Stock**") beneficially owned by Stockholder and set forth below Stockholder's signature on the signature page hereto (the "**Original Shares**") and any additional "**Shares**" (as defined in Section 1 below).

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions.

For purposes of this Agreement, capitalized terms used and not defined herein shall have the respective meanings ascribed to them in the Merger Agreement.

The term "**Carrols Public Entity**" shall mean (a) prior to the Closing, Carrols and (b) from and after the Closing, the Company.

The term "**Options**" shall have the meaning set forth in Section 2(b).

The term **"Shares"** shall mean the Original Shares, as they may be adjusted due to the acquisition of additional shares of Common Stock or the transfer of Original Shares pursuant to Section 5 hereof.

The term "**Transfer**" shall have the meaning set forth in Section 5.

2. Representations of Stockholder.

Stockholder represents and warrants to CFH that:

(a) (i) Stockholder owns beneficially (as such term is defined in Rule 13d-3 under the Exchange Act) all of the Original Shares free and clear of all Liens, and (ii) except pursuant hereto, there are no options, warrants or other rights, agreements, arrangements or commitments of any character to which Stockholder is a party relating to the pledge, disposition or voting of any of the Original Shares and there are no voting trusts or voting agreements with respect to the Original Shares.

(b) Stockholder does not beneficially own any equity securities or voting securities of the Carrols Public Entity other than (i) the Original Shares and (ii) any options, warrants, restricted stock units or other rights to acquire any additional shares of Common Stock or any security exercisable for or convertible into shares of Common Stock and set forth on the signature page of this Agreement (collectively, "**Options**").

(c) Stockholder has full power and authority to enter into, execute and deliver this Agreement and to perform fully Stockholder's obligations hereunder (including the proxy described in Section 3(b) below). This Agreement has been duly and validly executed and delivered by Stockholder and constitutes the legal, valid and binding obligation of Stockholder, enforceable against Stockholder in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium or creditors' rights generally or principles of equity.

(d) The consummation by Stockholder of the transactions contemplated hereby or compliance by Stockholder with any of the provisions hereof will conflict with or result in a breach, or constitute a default (with or without notice of lapse of time or both) under any provision of, any trust agreement, loan or credit agreement, note, bond, mortgage, indenture, lease or other agreement, instrument or Law applicable to Stockholder or to Stockholder's property or assets.

(e) No consent, approval or authorization of, or designation, declaration or filing with, any Governmental Authority or other Person on the part of Stockholder is required in connection with the valid execution and delivery of this Agreement. If Stockholder is an individual, no consent of Stockholder's spouse is necessary under any "community property" or other laws in order for Stockholder to enter into and perform its obligations under this Agreement.

3. Agreement to Vote Shares; Irrevocable Proxy.

(a) Stockholder agrees that, during the term of this Agreement, it shall, and shall cause each holder of record of Shares to, vote the Shares at each annual or special meeting of the stockholders of the Carrols Public Entity at which the matters set forth in the following clause (i) or (ii), as applicable, are considered and at every adjournment or postponement thereof, and to execute a written consent or consents if stockholders of the Carrols Public Entity are requested to vote their shares through the execution of an action by written consent in lieu of any such annual or special meeting of the stockholders of the Carrols Public Entity or any adjournment or postponement thereof: (i) in favor of the Issuance Resolutions and (ii) against any action, proposal, transaction or agreement that would reasonably be expected to impede, interfere with, delay, discourage, adversely affect or inhibit the timely consummation of the matters contemplated by the Merger Agreement or the Issuance Resolutions.

(b) Stockholder hereby appoints CFH and any designee of CFH, and each of them individually, its proxies and attorneys-in-fact, with full power of substitution and resubstitution, to vote or act by written consent during the term of this Agreement solely with respect to the Shares in accordance with Section 3(a). This proxy and power of attorney is given to secure the performance of the duties of Stockholder under this Agreement. Stockholder shall take such further action or execute such other instruments as may be necessary to effectuate the intent of this proxy. This proxy and power of attorney granted by Stockholder shall be irrevocable during the term of this Agreement, shall be deemed to be coupled with an interest sufficient in law to support an irrevocable proxy and shall revoke any and all prior proxies granted by Stockholder with respect to the Shares. The power of attorney granted by Stockholder herein is a durable power of attorney and shall survive the dissolution, bankruptcy, death or incapacity of Stockholder. The proxy and power of attorney granted hereunder shall terminate upon the termination of this Agreement.

4. No Voting Trusts or Other Arrangement.

Stockholder agrees that Stockholder will not, and will not permit any entity under Stockholder's control to, deposit any of the Shares in a voting trust, grant any proxies with respect to the Shares or subject any of the Shares to any arrangement with respect to the voting of the Shares other than agreements entered into with CFH.

5. Additional Shares.

Stockholder agrees that all shares of Common Stock that Stockholder purchases or acquires the right to vote or of which Stockholder otherwise acquires beneficial ownership (as defined in Rule 13d-3 under the Exchange Act) after the execution of this Agreement shall be subject to the terms of this Agreement and shall constitute Shares for all purposes of this Agreement.

The parties agree that nothing in this Agreement shall be deemed to limit or restrict the Stockholder's ability to, directly or indirectly, transfer, sell, offer, exchange, assign, pledge or otherwise dispose of or encumber ("**Transfer**") any of the Shares or enter into any contract, option or other agreement with respect to, or consent to, a Transfer of any of the Shares or Stockholder's voting or economic interest therein; provided that either (a) such Transfer is made (i) in an open market transaction or (ii) by virtue of the Carrols Merger or (b) the transferee of such Transferred Shares agrees in a writing, reasonably satisfactory in form and substance to CFH, to be bound by all of the terms of this Agreement as if it were Stockholder for all purposes hereunder.

6. Termination.

(a) Subject to Section 6(b), this Agreement shall terminate upon the earliest to occur of (i) the date on which the Issuance Resolutions are approved by the stockholders of the Company as contemplated by Section 6(b) of the NewCRG Series C Certificate of Designation, (ii) the date on which the Merger Agreement is terminated in accordance with its terms and (iii) the date of any amendment to the Merger Agreement or any change to or modification of the NewCRG Series C Certificate of Designation, in each case which change is materially adverse to the Company or Stockholder.

(b) The termination of this Agreement shall not prevent any party hereto from seeking any remedies (at law or in equity) against another party hereto or relieve such party from liability for such party's breach of any provision of this Agreement prior to the termination of this Agreement. Notwithstanding anything to the contrary herein, the provisions of this Section 6(b) shall survive the termination of this Agreement.

7. No Agreement as Director or Officer.

Stockholder makes no agreement or understanding in this Agreement in Stockholder's capacity as a director or officer of the Carrols Public Entity or any of its subsidiaries (if Stockholder holds such office), and nothing in this Agreement: (a) will limit or affect any actions or omissions by Stockholder in stockholder's capacity as such a director or officer, including in exercising rights of Carrols or the Company under the Merger Agreement, and no such actions or omissions shall be deemed a breach of this Agreement or (b) will be construed to prohibit, limit or restrict Stockholder from exercising Stockholder's fiduciary duties as an officer or director of the Carrols Public Entity or to its stockholders.

8. Specific Performance.

Each party hereto acknowledges that it will be impossible to measure in money the damage to the other party if a party hereto fails to comply with any of the obligations imposed by this Agreement, that every such obligation is material and that, in the event of any such failure, the other party will not have an adequate remedy at law or damages. Accordingly, each party hereto agrees that injunctive relief or other equitable remedy, in addition to remedies at law or damages, is the appropriate remedy for any such failure and will not oppose the seeking of such relief on the basis that the other party has an adequate remedy at law. Each party hereto agrees that it will not seek, and agrees to waive any requirement for, the securing or posting of a bond in connection with the other party's seeking or obtaining such equitable relief.

9. Entire Agreement.

This Agreement supersedes all prior agreements, written or oral, between the parties hereto with respect to the subject matter hereof and contains the entire agreement between the parties with respect to the subject matter hereof. This Agreement may not be amended or supplemented, and no provisions hereof may be modified or waived, except by an instrument in writing signed by both of the parties hereto. No waiver of any provisions hereof by either party shall be deemed a waiver of any other provisions hereof by such party, nor shall any such waiver be deemed a continuing waiver of any provision hereof by such party.

10. Notices.

All notices, requests, claims, demands, and other communications hereunder shall be in writing and shall be deemed to have been given (a) immediately upon delivery by hand on a Business Day during regular business hours (or on the next Business Day if delivered by hand otherwise), (b) one (1) Business Day after being sent for next Business Day delivery, fees prepaid, via a reputable nationwide overnight courier service, (c) immediately upon transmission via e-mail of a PDF document on a Business Day during regular business hours (or on the next Business Day if transmitted via email of a PDF document otherwise), or (d) three (3) Business Days after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 10):

If to CFH, to the address or email address set forth for CFH in Section 10.02 of the Merger Agreement.

If to Stockholder, to the address or email address set forth for Stockholder on the signature page hereof.

11. Miscellaneous.

(a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Delaware.

(b) The parties hereby irrevocably submit to the exclusive jurisdiction of the Court of Chancery of the State of Delaware and the federal courts of the United States of America located in the State of Delaware in respect of the interpretation and enforcement of the provisions of this Agreement.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 11(c).

(d) The parties acknowledge that they have participated jointly in the negotiation and execution of this Agreement and hereby waive the application of any Law of construction that would provide that any ambiguity in this Agreement or any other agreement or document will be construed against the party drafting such agreement or document.

(e) If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(f) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

(g) Each party hereto shall execute and deliver such additional documents as may be necessary or desirable to effect the transactions contemplated by this Agreement.

(h) All Section headings herein are for convenience of reference only and are not part of this Agreement, and no construction or reference shall be derived therefrom.

(i) The obligations of Stockholder set forth in this Agreement shall not be effective or binding upon Stockholder until after such time as the Merger Agreement is executed and delivered by the parties thereto, and the parties hereto agree that there is not and has not been any other agreement, arrangement or understanding between the parties hereto with respect to the matters set forth herein.

(j) Neither party to this Agreement may assign any of its rights or obligations under this Agreement without the prior written consent of the other party hereto, except that CFH may assign, in its sole discretion, all or any of its rights, interests and obligations hereunder to any of its Affiliates. Any assignment contrary to the provisions of this Section 11(j) shall be null and void.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first written above.

CAMBRIDGE FRANCHISE HOLDINGS, LLC

By: /s/ Matthew Perelman
Name: Matthew Perelman
Title: Co-President

By: /s/ Alex Sloane
Name: Alex Sloane
Title: Co-President

RICHARD G. CROSS

/s/ Richard G. Cross

Number of shares of Company Common Stock beneficially owned as of the date of this Agreement: 180,508

Number of Options beneficially owned as of the date of this Agreement: 0

Address: c/o Carrols Restaurant Group, Inc.,
968 James Street, Syracuse, NY 13203

[Signature Page to Voting Agreement]

Exhibit 10.6

EXECUTION VERSION

VOTING AGREEMENT

This Voting Agreement (this "**Agreement**"), dated as of February 19, 2019, is between the undersigned stockholder ("**Stockholder**") of the Carrols Public Entity (as hereinafter defined) and Cambridge Franchise Holdings, LLC, a Delaware limited liability company ("**CFH**").

WHEREAS, Carrols Restaurant Group, Inc., a Delaware corporation ("**Carrols**"), Carrols Holdco Inc., a Delaware corporation (the "**Company**"), and CFH have entered into that certain Agreement and Plan of Merger, dated as of the date hereof (as the same may be amended from time to time, the "**Merger Agreement**"), providing for, among other things, the acquisition by the Company of a wholly owned subsidiary of CFH, effected by the merger of such subsidiary with and into a wholly owned subsidiary of the Company, in consideration for the issuance by the Company to CFH of, among other things, shares of newly designated Series C Convertible Preferred Stock, in each case, pursuant to the terms and conditions of the Merger Agreement;

WHEREAS, the Company has agreed in the Merger Agreement to provide each stockholder of the Company entitled to vote at the annual meeting of the stockholders of the Company to be held in 2019, or at any special meeting of the stockholders of the Company held prior to such date (as applicable, the "**Stockholder Meeting**"), a proxy statement soliciting each such stockholder's affirmative vote at the Stockholder Meeting for the stockholder approval contemplated by Section 6(b) of the NewCRG Series C Certificate of Designation (the "**Issuance Resolutions**") and to use commercially reasonable efforts to solicit its stockholders to obtain such stockholder approval, and, if the Issuance Resolutions are not so approved at the Stockholder Meeting, to provide such a proxy statement at each subsequent annual or special meeting of the stockholders of the Company and continue to use commercially reasonable efforts to solicit its stockholders to obtain such stockholder approval until the Issuance Resolutions are so approved;

WHEREAS, in order to induce CFH to enter into the Merger Agreement, Stockholder has agreed to execute and deliver this Agreement and to make certain representations, warranties, covenants and agreements with respect to the shares of common stock, par value $0.01 per share, of the Carrols Public Entity ("**Common Stock**") beneficially owned by Stockholder and set forth below Stockholder's signature on the signature page hereto (the "**Original Shares**") and any additional "**Shares**" (as defined in Section 1 below).

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions.

For purposes of this Agreement, capitalized terms used and not defined herein shall have the respective meanings ascribed to them in the Merger Agreement.

The term "**Carrols Public Entity**" shall mean (a) prior to the Closing, Carrols and (b) from and after the Closing, the Company.

The term "**Options**" shall have the meaning set forth in Section 2(b).

The term **"Shares"** shall mean the Original Shares, as they may be adjusted due to the acquisition of additional shares of Common Stock or the transfer of Original Shares pursuant to Section 5 hereof.

The term "**Transfer**" shall have the meaning set forth in Section 5.

2. Representations of Stockholder.

Stockholder represents and warrants to CFH that:

(a) (i) Stockholder owns beneficially (as such term is defined in Rule 13d-3 under the Exchange Act) all of the Original Shares free and clear of all Liens, and (ii) except pursuant hereto, there are no options, warrants or other rights, agreements, arrangements or commitments of any character to which Stockholder is a party relating to the pledge, disposition or voting of any of the Original Shares and there are no voting trusts or voting agreements with respect to the Original Shares.

(b) Stockholder does not beneficially own any equity securities or voting securities of the Carrols Public Entity other than (i) the Original Shares and (ii) any options, warrants, restricted stock units or other rights to acquire any additional shares of Common Stock or any security exercisable for or convertible into shares of Common Stock and set forth on the signature page of this Agreement (collectively, "**Options**").

(c) Stockholder has full power and authority to enter into, execute and deliver this Agreement and to perform fully Stockholder's obligations hereunder (including the proxy described in Section 3(b) below). This Agreement has been duly and validly executed and delivered by Stockholder and constitutes the legal, valid and binding obligation of Stockholder, enforceable against Stockholder in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium or creditors' rights generally or principles of equity.

(d) The consummation by Stockholder of the transactions contemplated hereby or compliance by Stockholder with any of the provisions hereof will conflict with or result in a breach, or constitute a default (with or without notice of lapse of time or both) under any provision of, any trust agreement, loan or credit agreement, note, bond, mortgage, indenture, lease or other agreement, instrument or Law applicable to Stockholder or to Stockholder's property or assets.

(e) No consent, approval or authorization of, or designation, declaration or filing with, any Governmental Authority or other Person on the part of Stockholder is required in connection with the valid execution and delivery of this Agreement. If Stockholder is an individual, no consent of Stockholder's spouse is necessary under any "community property" or other laws in order for Stockholder to enter into and perform its obligations under this Agreement.

3. Agreement to Vote Shares; Irrevocable Proxy.

(a) Stockholder agrees that, during the term of this Agreement, it shall, and shall cause each holder of record of Shares to, vote the Shares at each annual or special meeting of the stockholders of the Carrols Public Entity at which the matters set forth in the following clause (i) or (ii), as applicable, are considered and at every adjournment or postponement thereof, and to execute a written consent or consents if stockholders of the Carrols Public Entity are requested to vote their shares through the execution of an action by written consent in lieu of any such annual or special meeting of the stockholders of the Carrols Public Entity or any adjournment or postponement thereof: (i) in favor of the Issuance Resolutions and (ii) against any action, proposal, transaction or agreement that would reasonably be expected to impede, interfere with, delay, discourage, adversely affect or inhibit the timely consummation of the matters contemplated by the Merger Agreement or the Issuance Resolutions.

(b) Stockholder hereby appoints CFH and any designee of CFH, and each of them individually, its proxies and attorneys-in-fact, with full power of substitution and resubstitution, to vote or act by written consent during the term of this Agreement solely with respect to the Shares in accordance with Section 3(a). This proxy and power of attorney is given to secure the performance of the duties of Stockholder under this Agreement. Stockholder shall take such further action or execute such other instruments as may be necessary to effectuate the intent of this proxy. This proxy and power of attorney granted by Stockholder shall be irrevocable during the term of this Agreement, shall be deemed to be coupled with an interest sufficient in law to support an irrevocable proxy and shall revoke any and all prior proxies granted by Stockholder with respect to the Shares. The power of attorney granted by Stockholder herein is a durable power of attorney and shall survive the dissolution, bankruptcy, death or incapacity of Stockholder. The proxy and power of attorney granted hereunder shall terminate upon the termination of this Agreement.

4. No Voting Trusts or Other Arrangement.

Stockholder agrees that Stockholder will not, and will not permit any entity under Stockholder's control to, deposit any of the Shares in a voting trust, grant any proxies with respect to the Shares or subject any of the Shares to any arrangement with respect to the voting of the Shares other than agreements entered into with CFH.

5. Additional Shares.

Stockholder agrees that all shares of Common Stock that Stockholder purchases or acquires the right to vote or of which Stockholder otherwise acquires beneficial ownership (as defined in Rule 13d-3 under the Exchange Act) after the execution of this Agreement shall be subject to the terms of this Agreement and shall constitute Shares for all purposes of this Agreement.

The parties agree that nothing in this Agreement shall be deemed to limit or restrict the Stockholder's ability to, directly or indirectly, transfer, sell, offer, exchange, assign, pledge or otherwise dispose of or encumber ("**Transfer**") any of the Shares or enter into any contract, option or other agreement with respect to, or consent to, a Transfer of any of the Shares or Stockholder's voting or economic interest therein; provided that either (a) such Transfer is made (i) in an open market transaction or (ii) by virtue of the Carrols Merger or (b) the transferee of such Transferred Shares agrees in a writing, reasonably satisfactory in form and substance to CFH, to be bound by all of the terms of this Agreement as if it were Stockholder for all purposes hereunder.

6. Termination.

(a) Subject to Section 6(b), this Agreement shall terminate upon the earliest to occur of (i) the date on which the Issuance Resolutions are approved by the stockholders of the Company as contemplated by Section 6(b) of the NewCRG Series C Certificate of Designation, (ii) the date on which the Merger Agreement is terminated in accordance with its terms and (iii) the date of any amendment to the Merger Agreement or any change to or modification of the NewCRG Series C Certificate of Designation, in each case which change is materially adverse to the Company or Stockholder.

(b) The termination of this Agreement shall not prevent any party hereto from seeking any remedies (at law or in equity) against another party hereto or relieve such party from liability for such party's breach of any provision of this Agreement prior to the termination of this Agreement. Notwithstanding anything to the contrary herein, the provisions of this Section 6(b) shall survive the termination of this Agreement.

7. No Agreement as Director or Officer.

Stockholder makes no agreement or understanding in this Agreement in Stockholder's capacity as a director or officer of the Carrols Public Entity or any of its subsidiaries (if Stockholder holds such office), and nothing in this Agreement: (a) will limit or affect any actions or omissions by Stockholder in stockholder's capacity as such a director or officer, including in exercising rights of Carrols or the Company under the Merger Agreement, and no such actions or omissions shall be deemed a breach of this Agreement or (b) will be construed to prohibit, limit or restrict Stockholder from exercising Stockholder's fiduciary duties as an officer or director of the Carrols Public Entity or to its stockholders.

8. Specific Performance.

Each party hereto acknowledges that it will be impossible to measure in money the damage to the other party if a party hereto fails to comply with any of the obligations imposed by this Agreement, that every such obligation is material and that, in the event of any such failure, the other party will not have an adequate remedy at law or damages. Accordingly, each party hereto agrees that injunctive relief or other equitable remedy, in addition to remedies at law or damages, is the appropriate remedy for any such failure and will not oppose the seeking of such relief on the basis that the other party has an adequate remedy at law. Each party hereto agrees that it will not seek, and agrees to waive any requirement for, the securing or posting of a bond in connection with the other party's seeking or obtaining such equitable relief.

9. Entire Agreement.

This Agreement supersedes all prior agreements, written or oral, between the parties hereto with respect to the subject matter hereof and contains the entire agreement between the parties with respect to the subject matter hereof. This Agreement may not be amended or supplemented, and no provisions hereof may be modified or waived, except by an instrument in writing signed by both of the parties hereto. No waiver of any provisions hereof by either party shall be deemed a waiver of any other provisions hereof by such party, nor shall any such waiver be deemed a continuing waiver of any provision hereof by such party.

10. Notices.

All notices, requests, claims, demands, and other communications hereunder shall be in writing and shall be deemed to have been given (a) immediately upon delivery by hand on a Business Day during regular business hours (or on the next Business Day if delivered by hand otherwise), (b) one (1) Business Day after being sent for next Business Day delivery, fees prepaid, via a reputable nationwide overnight courier service, (c) immediately upon transmission via e-mail of a PDF document on a Business Day during regular business hours (or on the next Business Day if transmitted via email of a PDF document otherwise), or (d) three (3) Business Days after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 10):

If to CFH, to the address or email address set forth for CFH in Section 10.02 of the Merger Agreement.

If to Stockholder, to the address or email address set forth for Stockholder on the signature page hereof.

11. Miscellaneous.

(a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Delaware.

(b) The parties hereby irrevocably submit to the exclusive jurisdiction of the Court of Chancery of the State of Delaware and the federal courts of the United States of America located in the State of Delaware in respect of the interpretation and enforcement of the provisions of this Agreement.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 11(c).

(d) The parties acknowledge that they have participated jointly in the negotiation and execution of this Agreement and hereby waive the application of any Law of construction that would provide that any ambiguity in this Agreement or any other agreement or document will be construed against the party drafting such agreement or document.

(e) If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(f) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

(g) Each party hereto shall execute and deliver such additional documents as may be necessary or desirable to effect the transactions contemplated by this Agreement.

(h) All Section headings herein are for convenience of reference only and are not part of this Agreement, and no construction or reference shall be derived therefrom.

(i) The obligations of Stockholder set forth in this Agreement shall not be effective or binding upon Stockholder until after such time as the Merger Agreement is executed and delivered by the parties thereto, and the parties hereto agree that there is not and has not been any other agreement, arrangement or understanding between the parties hereto with respect to the matters set forth herein.

(j) Neither party to this Agreement may assign any of its rights or obligations under this Agreement without the prior written consent of the other party hereto, except that CFH may assign, in its sole discretion, all or any of its rights, interests and obligations hereunder to any of its Affiliates. Any assignment contrary to the provisions of this Section 11(j) shall be null and void.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first written above.

CAMBRIDGE FRANCHISE HOLDINGS, LLC

By: /s/ Matthew Perelman
Name: Matthew Perelman
Title: Co-President

By: /s/ Alex Sloane
Name: Alex Sloane
Title: Co-President

WILLIAM E. MYERS

/s/ William E. Myers

Number of shares of Company Common Stock beneficially owned as of the date of this Agreement: 87,421

Number of Options beneficially owned as of the date of this Agreement: 0

Address: c/o Carrols Restaurant Group, Inc.,
968 James Street, Syracuse, NY 13203

[Signature Page to Voting Agreement]