

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549  
FORM 10-K**

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15 (d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended January 2, 2022  
OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15 (d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from \_\_\_\_\_ to \_\_\_\_\_  
Commission File Number: 001-33174

**CARROLS RESTAURANT GROUP, INC.**

(Exact name of Registrant as specified in its charter)

Delaware  
(State or other jurisdiction of  
incorporation or organization)

83-3804854  
(I.R.S. Employer  
Identification No.)

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

13203  
(Zip Code)

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

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$.01 per share	TAST	The NASDAQ Global Market

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☐ No ☒

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer", "accelerated filer", "smaller reporting company", and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input checked="" type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input checked="" type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☒

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes ☐ No ☒

As of March 2, 2022, Carrols Restaurant Group, Inc. had 54,564,994 shares of its common stock, \$.01 par value, outstanding. The aggregate market value of the voting and non-voting common stock held by non-affiliates as of July 4, 2021 of Carrols Restaurant Group, Inc. was \$203,157,199.

#### **DOCUMENTS INCORPORATED BY REFERENCE**

Portions of the registrant's definitive Proxy Statement for Carrols Restaurant Group, Inc's 2022 Annual Meeting of Stockholders, which is expected to be filed pursuant to Regulation 14A no later than 120 days after the conclusion of Carrols Restaurant Group, Inc.'s fiscal year ended January 2, 2022, are incorporated by reference into Part III of this annual report.

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**CARROLS RESTAURANT GROUP, INC.**  
**FORM 10-K**  
**YEAR ENDED JANUARY 2, 2022**

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## PART I—FINANCIAL INFORMATION

### PART I

Throughout this Annual Report on Form 10-K we refer to Carrols Restaurant Group, Inc. as “Carrols Restaurant Group” and, together with its direct and indirect consolidated subsidiaries, as “we”, “our”, “us” and the “Company” unless otherwise indicated or the context otherwise requires. Carrols Restaurant Group, Inc. is a holding company and conducts all of its operations through its wholly-owned subsidiaries Carrols Corporation and New CFH, LLC and their wholly-owned subsidiaries. Carrols Corporation's material direct and indirect wholly-owned subsidiaries include its wholly-owned subsidiary, Carrols LLC, a Delaware limited liability company. New CFH LLC's material direct and indirect wholly-owned subsidiaries include Frayser Quality, LLC and Nashville Quality, LLC (and together with New CFH LLC's immaterial direct and indirect subsidiaries, collectively, “New CFH”). All intercompany transactions have been eliminated in consolidation.

We use a 52 or 53 week fiscal year ending on the Sunday closest to December 31. Our fiscal years ended December 31, 2017, December 30, 2018, December 29, 2019 and January 2, 2022 each contained 52 weeks. Our fiscal year ended January 3, 2021 contained 53 weeks.

At January 2, 2022 we operated, as franchisee, 1,026 Burger King® restaurants in 23 Northeastern, Midwestern, Southcentral and Southeastern states and 65 Popeyes® restaurants in seven Southeastern states.

In this Annual Report on Form 10-K, we refer to information, forecasts and statistics regarding the restaurant industry and to information, forecasts and statistics from The National Restaurant Association and the U.S. Department of Agriculture. We operate our Burger King restaurants under franchise agreements with Burger King Corporation (“BKC”) and our Popeyes restaurants under franchise agreements with Popeyes Louisiana Kitchen, Inc. (“PLK”). Any reference to “BKC” in this Annual Report on Form 10-K refers to Burger King Corporation and its parent company Restaurant Brands International, Inc., which is sometimes referred to as “RBI.” Any reference to PLK refers to Popeyes Louisiana Kitchen, Inc. and its indirect parent company, RBI. Unless otherwise indicated, information regarding Burger King, BKC, Popeyes and PLK in this Annual Report on Form 10-K has been made publicly available by RBI.

This 2021 Annual Report on Form 10-K contains statements which constitute forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the “Securities Act”), and Section 21E of the Securities Exchange Act of 1934, as amended (the “Exchange Act”). Statements that are predictive in nature or that depend upon or refer to future events or conditions are forward-looking statements. Words such as “may”, “might”, “will”, “should”, “anticipate”, “believe”, “expect”, “intend”, “estimate”, “hope”, “plan” or similar expressions are intended to identify such forward-looking statements. In addition, expressions of our strategies, intentions; plans or guidance are also forward-looking statements. These statements reflect management's best judgment based on current views with respect to future events and are subject to risks and uncertainties, both known and unknown. You are cautioned not to place undue reliance on these forward-looking statements, which speak only as of their date. Actual results could differ materially from those stated or implied in these forward-looking statements as a result of a number of factors, included but not limited to, the factors discussed in Item 1A-Risk Factors. We believe important factors that could cause actual results to differ materially from our expectations include the following, in addition to other risks and uncertainties discussed herein:

- The impact of the COVID-19 pandemic;
- Effectiveness of the Burger King and Popeyes advertising programs and the overall success of the Burger King and Popeyes brands;
- Increases in food costs and other commodity costs;
- Our ability to hire and retain employees at current or increased wage rates;
- Competitive conditions, including pricing pressures, discounting, aggressive marketing, the potential impact of competitors’ new unit openings and promotions on sales of our restaurants, and competition impacting the cost and availability of labor;
- Our ability to integrate any restaurants we acquire;

- Regulatory factors;
- Environmental conditions and regulations;
- General economic conditions, particularly in the retail sector;
- Weather conditions;
- Fuel prices;
- Significant disruptions in service or supply by any of our suppliers or distributors;
- Changes in consumer perception of dietary health and food safety;
- Labor and employment benefit costs, including the effects of minimum wage increases, healthcare reform and changes in the Fair Labor Standards Act;
- The outcome of pending or future legal claims or proceedings;
- Our ability to manage our growth and successfully implement our business strategy;
- Our ability to service our indebtedness;
- Our borrowing costs and credit ratings, which may be influenced by the credit ratings of our competitors;
- The availability and terms of necessary or desirable financing or refinancing and other related risks and uncertainties;
- Factors that affect the restaurant industry generally, including recalls if products become adulterated or misbranded, liability if our products cause injury, ingredient disclosure and labeling laws and regulations, reports of cases of food borne illnesses such as “mad cow” disease, and the possibility that consumers could lose confidence in the safety and quality of certain food products as well as negative publicity regarding food quality, illness, injury or other health concerns; and
- Other factors discussed under Item 1A - "Risk Factors" and elsewhere herein.

## ITEM 1. BUSINESS

### Overview

#### *Our Company*

We are one of the largest restaurant companies in the United States and have been operating restaurants for more than 60 years. We operate two distinct quick service restaurant brands, Burger King and Popeyes, with 1,091 restaurants located in 23 Northeastern, Midwestern, Southcentral and Southeastern states as of January 2, 2022.

For the fiscal year ended January 2, 2022, our restaurants generated total revenues of \$1,652.4 million and our average annual restaurant sales for all restaurants was approximately \$1.5 million per restaurant. We served an average of approximately 490,000 guests per day at our restaurants. In fiscal 2021, comparable restaurant sales at our Burger King restaurants increased 9.1% and at our Popeyes restaurants decreased 1.9%.

During 2021, we acquired 19 Burger King restaurants in two separate transactions. During 2019, we acquired 234 restaurants in three separate transactions, of which 55 were Popeyes.

*Our Burger King Restaurants.* We are the largest Burger King franchisee in the United States, based on number of restaurants, and have operated Burger King restaurants since 1976. Burger King restaurants are fast food hamburger restaurants that feature the popular flame-broiled Whopper® sandwich, as well as a variety of hamburgers, chicken and other specialty sandwiches, french fries, salads, breakfast items, snacks, soft drinks and more. We believe that the competitive attributes of Burger King restaurants include significant brand recognition, convenience of location, quality, speed of service and price.

As of January 2, 2022, we operated 1,026 Burger King restaurants located in restaurants located in 23 Northeastern, Midwestern, Southcentral and Southeastern states. For the fiscal year ended January 2, 2022, the average weekly sales at our Burger King restaurants was \$29,687 per restaurant.

We operate our Burger King restaurants under franchise agreements with BKC. Our Burger King restaurants are typically open seven days per week and generally have operating hours ranging from 6:00 am to 11:00 pm, with later hours in certain markets or on weekends.

Our existing Burger King restaurants consist of one of several building types with various seating capacities. Our typical freestanding restaurant contains approximately 2,600 square feet with seating capacity for 60 to 70 guests, has drive-thru service windows and adjacent parking areas. Almost all of our restaurants are freestanding.

*Popeyes.* In 2019, we added a second concept to our restaurant portfolio when we acquired 55 Popeyes restaurants. Popeyes restaurants are quick service chicken restaurants that feature a “Louisiana” style menu including fried chicken, chicken tenders, fried shrimp and other seafood, red beans and rice and other regional offerings.

As of January 2, 2022, we operated 65 Popeyes restaurants in seven Southeastern states. For the fiscal year ended January 2, 2022, the average weekly sales at our Popeyes restaurants was \$24,983 per restaurant.

We operate our Popeyes restaurants under franchise agreements with PLK. Our Popeyes restaurants are typically open seven days per week with operating hours of 10:00 am to 10:00 pm with later hours on weekends. Our Popeyes restaurants are generally freestanding locations with approximately 2,500 to 3,200 square feet with seating capacity for 50 to 60 guests and a drive-thru.

*2019 Cambridge Acquisition.* On April 30, 2019, we completed a merger with New CFH, a former subsidiary of Cambridge Franchise Holdings, LLC (“Cambridge”), and acquired 165 Burger King restaurants, 55 Popeyes restaurants and six convenience stores (the “Cambridge Acquisition”). Cambridge received a total of approximately 14.8 million shares of our common stock, after the automatic conversion of 10,000 shares of Series C Convertible Preferred Stock that Cambridge initially received in the Cambridge Acquisition. As part of the transaction, Cambridge designated two Cambridge executives who joined the Company’s Board of Directors upon completion of the Cambridge Acquisition.

*Area Development Agreements.* The Company, Carrols Corporation, Carrols LLC, and BKC entered into an Area Development Agreement (the “ADA”) which commenced on April 30, 2019, was set to end on September 30, 2024 and which superseded the Operating Agreement dated as of May 30, 2012, as amended, between Carrols LLC and BKC. The ADA was amended and restated by all parties on January 4, 2021 (the “Amended ADA”). Pursuant to the ADA and for a cost of \$3.0 million, BKC had assigned to Carrols LLC the right of first refusal on the sale of franchisee-operated restaurants in 16 states and a limited number of counties in four additional states (“ADA ROFR”). The ADA ROFR was terminated in connection with the Amended ADA.

Under the Amended ADA, Carrols LLC has agreed to open, build and operate a total of 50 new Burger King restaurants, 80% of which must be in Kentucky, Tennessee and Indiana. This includes four Burger King restaurants by September 30, 2021, 10 additional Burger King restaurants by September 30, 2022, 12 additional Burger King restaurants by September 30, 2023, 12 additional Burger King restaurants by September 30, 2024 and 12 additional Burger King restaurants by September 30, 2025. There is a 90-day cure period to meet the required restaurant development each development year.

In addition, pursuant to the Amended ADA, BKC granted Carrols LLC franchise pre-approval to build new Burger King restaurants or acquire Burger King restaurants from Burger King franchisees with respect to 500 Burger King restaurants in the aggregate in (i) Kentucky, Tennessee and Indiana (excluding certain geographic areas in Indiana) and (ii) (a) 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) and (b) any other geographic locations that Carrols LLC enters after the commencement date of the Amended ADA pursuant to BKC procedures subject to certain limitations.

In connection with an acquisition of restaurants in 2019, the Company assumed a development agreement for Popeyes, which included an assignment by PLK of its right of first refusal under its franchise agreements with its franchisees for acquisitions in two southern states, as well as a development commitment to open, build and operate approximately 80 new Popeyes restaurants over six years. This development agreement with PLK was terminated on March 17, 2021, with certain covenants applicable to the Company surviving the termination. PLK reserved the right to charge the Company a \$0.6 million fee if PLK and the Company are not able to come to a mutually agreeable solution with respect to such fee within a six-month period after March 17, 2021.

### Our Competitive Strengths

We believe we have the following competitive strengths:

**Two Distinct Brands with Global Recognition, Innovative Marketing and New Product Development.** As a franchisee of the Burger King and Popeyes brands, we benefit from, and rely on, RBI's extensive marketing, advertising and product development capabilities to drive sales and generate increased restaurant traffic. RBI has historically launched innovative and creative multimedia advertising campaigns and products that highlight the relevance of the Burger King and Popeyes brands. Additionally, in 2020, RBI supported the launch of digital ordering and delivery options for our guests. RBI has negotiated distribution and operational agreements for BKC and PLK with major delivery platform providers, such as DoorDash, UberEats and GrubHub, and introduced its own white label mobile applications for each brand that has allowed us to quickly offer this service option to our guests. In 2021, BKC and PLK launched loyalty programs that can be used on their respective mobile apps. In the fourth quarter of 2021, BKC extended its loyalty program to in-restaurant transactions. We believe as this program expands it will reduce coupon clutter and provide incentives for guests to visit our restaurants with greater frequency and during lower traffic periods.

As the largest Burger King franchisee in the United States based on number of restaurants, we operate approximately 14% of the Burger King restaurants in the United States and believe that we are well positioned to leverage the scale and marketing of one of the most recognized brands in the restaurant industry. We believe that the geographic dispersion of our restaurants provides us with stability and enhanced growth opportunities in many of the markets in which we operate. We also believe that our large number of restaurants increases our ability to effectively manage the image and awareness of the Burger King brand in certain markets through the implementation of promotional advertising, remodeling initiatives and operational expertise.

Over the years, BKC has introduced promotional campaigns that leverage both value and premium menu offerings and has provided a platform for new premium sandwich offerings. We believe these campaigns continue to positively impact the brand today as BKC focuses on offering a well-balanced value menu and premium sandwich promotional mix and remains committed to new product launches. For the Popeyes brand, the successful development and launch of a new chicken sandwich in 2019 has not only driven higher sales but has also attracted a new demographic of guests to the existing customer base which we believe will enhance restaurant sales and new restaurant development opportunities.

**Operational Expertise.** We have been operating Burger King restaurants since 1976 and have developed sophisticated information and operating systems that enable us to measure and monitor key metrics for operational performance, sales and profitability that may not be available to other restaurant operators. We believe that our focus on leveraging our operational expertise, infrastructure and systems helps us optimize the performance of our current restaurants and restaurants that we may acquire or open in the future. We also believe that our size and history with the Burger King brand and quick service restaurant operations enables us to effectively track operating metrics and leverage best practices across our organization. It is our belief that our experienced management team, operating culture, effective operating systems and infrastructure enable us to operate more efficiently than many other Burger King operators. Finally, we believe that we will be able to leverage our operational expertise to help improve the performance of our Popeyes restaurants.

**Resilient Business Model and Financial Strength of our Business.** We believe that the quality and sophistication of our restaurant operations have helped drive our strong restaurant level performance. Comparable restaurant sales for our restaurants have historically outperformed the Burger King system in the United States overall, including in 22 of the last 24 fiscal quarters. We also believe that our size, seasoned management team, extensive operating infrastructure, experience and proven operating disciplines differentiate us from many of our competitors as well as many other quick service restaurant operators. After navigating through the challenges brought on with the COVID-19 pandemic, we believe we have demonstrated the strength and resiliency of our business model and our ability to respond quickly to unprecedented business disruption. It is also our belief that our strong restaurant-level operations coupled with our disciplined approach to financial management will continue to allow us to maintain restaurant profitability under a wide variety of economic environments.

Over the past twelve months, we believe we have demonstrated our commitment to maintaining ample liquidity, managing leverage, generating free cash flow, and applying a disciplined approach to capital expenditures and acquisitions. We renegotiated our area development agreement with BKC and terminated our development agreement with PLK in order to allow for more disciplined capital allocation, which we believe will allow us to selectively acquire, develop and/or remodel restaurants offering promising expected returns on our investments.

We believe we have also demonstrated our ability to prudently manage our capital structure and financial leverage through a variety of economic circumstances. It is our belief that our cash flow from operations, cash balances and the availability of revolving credit borrowings under our Senior Credit Facilities (as defined below) are sufficient to fund our ongoing operations and capital expenditures.

**Multiple Sources of Growth.** We believe our track record of acquiring and integrating restaurants and our long-term strategy to remodel, upgrade and open new restaurants provide multiple avenues to grow our business. With more than 60 years of restaurant operating experience, we have successfully grown our business through acquisitions and integrated the restaurants we acquired. We have experienced increased restaurant-level profitability and improved operating metrics at the restaurants we have acquired in the last five years.

**Strategic Relationship with RBI and Burger King Corporation.** We have been a franchisee of Burger King restaurants for 45 years and operate approximately 14.4% of the total Burger King restaurants in the United States. Since 2012, two of BKC's or RBI's senior executives have served on our board of directors. Currently, Matthew Dunnigan, Chief Financial Officer of RBI, the indirect parent company of BKC, and Tom Curtis, President of BKC, Americas, serve on our board. BKC holds, through certain of its affiliated entities, a preferred stock equity interest in Carrols Restaurant Group that is convertible into approximately 15.5% of the outstanding shares of our common stock (after giving effect to the conversion of such preferred stock and excluding shares held in treasury). We believe we have a well-established relationship with RBI and BKC and our acquisitions, restaurant remodeling and new restaurant development over the years has further aligned our common interests to grow our business. We intend to continue to expand our restaurant base over the long term by investing in new restaurant development and making selective acquisitions utilizing our pre-approval rights under the Amended ADA. We believe that the combination of our rights under the Amended ADA and RBI's equity interest in our Company and its board level representation will continue to reinforce the alignment of our common interests with RBI, BKC and PLK over the long term.

**Experienced Burger King Management Team with a Proven Track Record.** We believe that our senior management team's extensive experience in the restaurant industry and its long and successful history of developing, acquiring, integrating and operating quick-service restaurants provide us with a competitive advantage. Our management team has a successful history of integrating acquired restaurants, and over the past 20 years, we have significantly increased the number of restaurants we own and operate, largely through acquisitions.

Our operations are overseen by our Chief Executive Officer, Dan Accordino, who has over 45 years of Burger King and quick-service restaurant experience. Paulo Pena will be our Chief Executive Officer upon Mr. Accordino's retirement in April of 2022. Mr. Pena has 20 years of operations and finance experience in the hospitality, quick-service restaurant and beverage industries, including experience overseeing over 800 McDonald's-owned locations in the United States.

Additionally, we have one Burger King Divisional Vice President and 14 Regional Directors that had an average of 20 years of Burger King restaurant experience collectively as of January 2, 2022. Our 144 Burger King district managers, who have an average tenure of over 17 years in the Burger King system as of January 2, 2022, support our Regional Directors. Our operations management is further supported by our infrastructure of financial, information systems, real estate, human resources and legal professionals.

### **Our Business Strategies**

Our primary business strategies are as follows:

**Balanced Approach to Capital Allocation and Generation of Free Cash Flow.** In response to the challenges the COVID-19 pandemic brought to our industry, we have substantially improved our liquidity position, reduced our near-term capital expenditure requirements and deleveraged our balance sheet as further discussed below. As a result, we believe we have the flexibility to grow our business – both organically and through selective acquisitions – in a manner that will optimize our growth potential while generating consistent free cash flow and managing our leverage levels.

In 2021, we renegotiated our area development agreement with BKC and terminated our development agreement with PLK in order to allow for more disciplined capital allocation, which we believe will allow us to selectively acquire, develop and/or remodel restaurants that will offer attractive expected returns on our investments. Specifically, the Amended ADA reduced our new Burger King restaurant development requirement with BKC over the next five years from 193 to 50 newly developed restaurants and eliminated a remodel obligation for 658 restaurants. We are now only obligated to remodel restaurants as they come due for franchise renewal under the terms of our franchise agreements. The Amended ADA also eliminated a requirement to prepay \$8.1 million in franchise fees that were previously required to be prepaid in tranches through 2023. For Popeyes, we terminated a development agreement we inherited in a 2019 acquisition that required us to develop approximately 80 new Popeyes restaurants over six years. We expect to enter into a new development agreement with PLK this year, although there can be no assurance that we will enter into a development agreement with PLK on terms acceptable to us or at all.

As a result of these efforts, we reduced capital expenditures from \$134.9 million in 2019 and \$75.7 million in 2018 to \$56.9 million in 2020 and \$51.8 million in 2021. In 2022 and annually thereafter we expect capital expenditure spending to be similar levels as in 2021 as we remain committed to applying a disciplined and focused approach to restaurant remodeling and new restaurant development, which is now more in our control given the modifications under the Amended ADA. We believe our restaurant portfolio has been well-maintained and, as of January 2, 2022, 902 of our 1,026 Burger King restaurants have been remodeled or newly built since 2012. Of our 65 Popeyes restaurants, 20 have been newly built in the last three years as of January 2, 2022.

**Target Total Net Leverage Ratio to 4.0 times or less.** Over the past two years, we significantly increased our available liquidity (defined as cash and cash equivalents plus available borrowings under our Senior Credit Facilities) to approximately \$235.1 million as of January 2, 2022 from \$60.6 million as of December 29, 2019. We also reduced our Senior Secured Net Debt Leverage Ratio to 1.67 times as of January 2, 2022 from 4.11 times as of December 29, 2019. The Senior Secured Net Debt Leverage Ratio represents our First Lien Net Leverage Ratio as calculated in accordance with our Senior Credit Facilities. Although inflationary pressures experienced in 2021 have increased our Total Net Leverage Ratio (as defined in our Senior Credit Facilities) above our target to 5.02 times at January 2, 2022, our capital allocation strategy is driven by targeting Total Net Leverage Ratio levels to 4.0 times or less. While driving growth through building and acquiring restaurants in both brands remains a strategic objective of ours over the long-term, our primary focus is on generating free cash flow and further deleveraging our balance sheet to maintain our Total Net Leverage Ratio below our targeted level of 4.0 times. Our Total Net Leverage Ratio level is subject to a number of factors which may be difficult to predict and there can be no assurance about our ability to maintain any specific Total Net Leverage Ratio.

**Selectively Acquire and Develop Additional Burger King and Popeyes Restaurants.** Under our Amended ADA with BKC, we are pre-approved to acquire up to 500 Burger King restaurants in territories where we currently operate and have agreed to build 50 new restaurants over the next five years. Due to the number of restaurants and franchisees in the Burger King system and our historical success in acquiring and integrating restaurants, we believe that there is meaningful opportunity for future growth through selective acquisitions. There are more than 2,000 Burger King restaurants we do not own in states in which we have pre-approval rights. Furthermore, we believe there are additional Burger King restaurants in states beyond our current territories that could be attractive acquisition candidates, subject to BKC's approval.

While we may evaluate and discuss potential acquisitions of additional restaurants from time to time, we currently have no understandings, commitments or agreements with respect to any material acquisitions. We may be required to obtain additional financing to fund future acquisitions. There can be no assurance that we will be able to obtain additional financing, if necessary, on acceptable terms or at all.

**Improve Profitability of Restaurants We Acquire by Leveraging Our Existing Infrastructure and Best-Practices.** For acquired restaurants, we believe we can realize benefits from economies of scale, including leveraging our existing infrastructure across a larger number of restaurants. Additionally, we believe that our skilled management team, sophisticated information technology, operating systems and training and development programs support our ability to enhance operating margins at these restaurants. We believe that we have demonstrated our ability to increase the profitability of acquired restaurants and that, over time, we will improve profitability and operational efficiency at the restaurants we have acquired and may acquire in the future.

**Increase Restaurant Sales and Customer Traffic.** RBI has identified and implemented a number of strategies to increase brand awareness, increase market share, improve overall operations and drive sales. These strategies are central to our strategic objectives to deliver profitable growth.

- **Operations.** We believe that improving restaurant operations and enhancing the customer experience are key components to increasing the profitability of our restaurants. We believe we will benefit from RBI's ongoing initiatives to improve food quality, simplify restaurant level execution, reduce restaurant labor costs and monitor operational performance, all of which are designed to improve the customer experience and increase customer traffic.
- **Products.** The strength of the BKC menu has been built on a distinct flame-grilled cooking platform to make better tasting hamburgers. We believe that BKC intends to continue to optimize the menu by focusing on core products, such as the flagship Whopper sandwich, while maintaining a balance between value promotions and premium limited time offerings to drive sales and traffic. With respect to PLK, the successful development and launch of its chicken sandwich in 2019 has not only driven higher sales but we believe has also attracted a new demographic of guests to the existing customer base which will enhance restaurant sales and new restaurant development opportunities.
- **Image.** We believe that re-imaged restaurants increase curb appeal and result in increased restaurant sales. BKC's current restaurant image features a fresh, sleek, eye-catching design which incorporates easy-to-navigate digital menu boards in the dining room, streamlined merchandising at the drive-thru and flat screen televisions in the dining area. We believe that restaurant remodeling has improved our guests' dining experience and increased customer traffic. We also believe the customer experience will be further enhanced from upgrades to the Burger King of Tomorrow image that include a double drive-thru (where applicable), certain modifications to the exterior image and the installation of outdoor digital menu boards.
- **Advertising and Promotion.** We believe that we will benefit from BKC's advertising support of its menu items, product enhancement and re-imaging initiatives. BKC has established a data driven marketing process which has focused on driving restaurant sales and traffic while targeting a broad consumer base with inclusive messaging. This strategy uses multiple touch points to advertise our products, including digital advertising, social media and mobile display, in addition to traditional television advertising and streaming audio. BKC has a food-centric marketing strategy which focuses consumers on its food offerings and balances value promotions and premium limited time offerings to drive profitable restaurant sales and traffic.

- *Digital.* In 2020, RBI implemented digital order modes and delivery services with major delivery providers as well as through each brands' own mobile apps. By the end of 2021, we were providing fully integrated delivery services at 916 of our Burger King restaurants and 59 of our Popeyes restaurants, based on geographic availability of delivery services. In 2021, RBI introduced the Royal Perks loyalty program for Burger King and the Popeyes Rewards loyalty program for Popeyes on their respective mobile apps to entice guests to visit more often and receive personalized offers. Burger King's Royal Perks program was extended to in-restaurant transactions in the fourth quarter of 2021. We believe these new platforms, combined with recent quality improvements, support RBI's strategy to appeal to a broader consumer base and to increase restaurant sales.

### Restaurant Economics

Selected restaurant operating data for our restaurants is as follows:

	Year Ended		
	December 29, 2019	January 3, 2021	January 2, 2022
Average annual sales per restaurant (1)	\$ 1,454,698	\$ 1,435,531	\$ 1,529,123
Average sales per transaction	\$ 7.62	\$ 8.63	\$ 9.27
Drive-through sales as a percentage of total sales	68.2 %	86.1 %	81.2 %
Delivery sales as a percentage of total sales	— %	2.4 %	4.8 %
Day-part sales percentages:			
Breakfast	13.0 %	11.5 %	12.3 %
Lunch	31.7 %	32.6 %	31.6 %
Dinner	21.5 %	22.6 %	22.5 %
Afternoon	20.1 %	22.0 %	21.4 %
Late night	13.7 %	11.3 %	12.2 %

- (1) Average annual sales per restaurant are derived by dividing restaurant sales by the average number of restaurants operating during the period on a 52-week basis for the years ended December 29, 2019 and January 2, 2022 or 53-week basis for the year ended January 3, 2021.

### Restaurant Capital Costs

The initial cost of the franchise fee, equipment, seating, signage and other interior costs of a standard new Burger King and Popeyes restaurant currently is approximately \$500,000 (which excludes the cost of land, the building and site improvements). In the markets in which we operate, the cost of land generally ranges from \$300,000 to \$1,000,000 for Burger King restaurants and \$300,000 to \$1,000,000 for Popeyes restaurants and the cost of building and site improvements generally ranges from \$1,000,000 to \$1,800,000 for both Burger King and Popeyes restaurants.

With respect to the development of freestanding restaurants, if we acquire land and construct the building, we typically seek to thereafter enter into an arrangement to sell and leaseback the land and building under a long-term lease. Historically, we have been able to acquire and finance many of our locations under such leasing arrangements. Where we are unable to purchase the underlying land, we enter into a long-term lease for the land followed by construction of the building using cash generated from our operations or with borrowings under our Senior Credit Facilities.

The cost of securing real estate and developing and equipping new restaurants can vary significantly and depends on a number of factors, including local economic conditions and the characteristics of a particular site. Accordingly, the cost of opening new restaurants in the future may differ substantially from the historical cost of restaurants previously opened and the estimated costs above.

BKC's current image restaurant design draws inspiration from its signature flame-grilled cooking process and incorporates a variety of innovative elements to a backdrop that evokes the warm and welcoming look of the outdoors including corrugated metal, brick, wood and concrete. The cost of remodeling a restaurant to the BKC current image varies depending upon the age and condition of the restaurant and the amount of new equipment

needed and can range from \$700,000 to \$1,800,000 per restaurant with an average cost of approximately \$1.2 million per restaurant in 2021. The total cost of a remodel has increased over time due to construction cost increases, the addition of a second drive-thru lane at certain locations and the replacement of certain kitchen equipment at the time of the remodel which is incremental to the cost to upgrade to the BKC current image design. See "Management's Discussion and Analysis of Financial Condition and Results of Operations - Recent and Future Events Affecting our Results of Operations".

#### **Site Selection**

We believe that the location of our restaurants is a critical component of each restaurant's success. We evaluate potential new sites on many critical criteria including accessibility, visibility, costs, surrounding traffic patterns, competition and demographic characteristics. Our senior management approves the viability of all acquisition prospects and new sites, based upon analyses prepared by our real estate, financial and operations professionals and our return on investment requirements.

#### **Seasonality**

Our business is moderately seasonal due to regional weather conditions. Due to the location of our restaurants, sales are generally higher during the summer months than during the winter months.

### Restaurant Locations

The following table details the locations of our 1,026 Burger King restaurants as of January 2, 2022:

<b>State</b>	<b>Total Restaurants</b>
Alabama	6
Arkansas	9
Georgia	2
Illinois	16
Indiana	103
Kentucky	41
Louisiana	17
Maine	15
Maryland	29
Massachusetts	1
Michigan	56
Mississippi	33
Missouri	1
New Jersey	10
New York	125
North Carolina	157
Ohio	115
Pennsylvania	61
South Carolina	43
Tennessee	110
Vermont	6
Virginia	66
West Virginia	4
Total	1,026

The following table details the locations of our 65 Popeyes restaurants as of January 2, 2022:

<b>State</b>	<b>Total Restaurants</b>
Arkansas	2
Indiana	3
Kentucky	3
Louisiana	5
Mississippi	33
Tennessee	18
Virginia	1
Total	65

## Operations

### ***Management Structure***

We conduct substantially all of our executive management, finance, marketing and operations support functions from our corporate headquarters in Syracuse, New York. Carrols Restaurant Group is led by our Chairman, Chief Executive Officer and President, Daniel T. Accordino, who has over 45 years of Burger King and quick-service restaurant experience at our company. Paulo Pena will be our Chief Executive Officer and President upon Mr. Accordino's retirement in April of 2022. Mr. Pena has 20 years of operations and finance experience in the hospitality, quick-service restaurant and beverage industries, including experience overseeing over 800 McDonald's-owned locations in the United States.

Operations for our Burger King restaurants are overseen by one Divisional Vice President and 14 Regional Directors that had an average of 20 years of Burger King restaurant experience collectively as of January 2, 2022. Our 144 district managers support the Regional Directors in the management of our Burger King restaurants and as of January 2, 2022 had an average tenure of over 17 years in the Burger King system as of January 2, 2022. Operations for our Popeyes restaurants are overseen by two Regional Directors and eleven district managers.

A district manager is responsible for the direct oversight of the day-to-day operations of an average of approximately seven to eight restaurants. Typically, district managers have previously served as restaurant managers at one of our restaurants. Regional directors, district managers and restaurant managers are compensated with a fixed salary plus an incentive bonus based upon the performance of the restaurants under their supervision, and for our regional directors and district managers, the combined performance of all of our restaurants. Most often, our restaurants are staffed with hourly employees who are supervised by a salaried general manager and one to three assistant managers.

### ***Management Information Systems***

We believe that our management information systems provide us with the ability to efficiently and effectively manage our restaurants and to ensure the consistent application of operating controls at our restaurants. Our size affords us the ability to maintain an in-house staff of information technology and restaurant systems professionals dedicated to continuously enhancing our systems. In addition, these capabilities allow us to quickly integrate restaurants that we acquire and achieve greater economies of scale and operating efficiencies.

We typically replace the POS systems at restaurants we acquire shortly after acquisition and implement our POS, labor and inventory management systems. Our restaurants employ POS systems that are designed to facilitate accuracy and speed of order taking. These systems are user-friendly, require limited employee training and improve speed-of-service through the use of conversational order-taking techniques. The POS systems are integrated with applications at the restaurant and hosted systems at our corporate office that are designed to facilitate financial and management control of our restaurant operations.

Our restaurant systems provide daily tracking and reporting of traffic counts, menu item sales, labor and food data including costs and inventories, and other key operating metrics for each restaurant. We communicate electronically with our restaurants on a continuous basis via a high-speed data network, which enables us to collect this information for use in our corporate management systems in near real-time. Our corporate data center manages systems that support all of our accounting, operating and reporting systems. We also operate a 24-hour, seven-day help desk that enables us to provide systems and operational support to our restaurant operations as required. Among other things, our restaurant information systems provide us with the ability to:

- monitor labor utilization and sales trends on a real-time basis at each restaurant, enabling the restaurant manager to effectively manage to our established labor standards on a timely basis;
- reduce inventory shrinkage using restaurant-level inventory management systems and daily reporting of inventory variances;
- analyze sales and product mix data to help restaurant managers forecast production levels throughout the day;
- monitor day-part drive-thru speed of service at each of our restaurants;

- allow the restaurant manager to produce day-part labor schedules based on the restaurant's historical sales patterns;
- systematically communicate human resource and payroll data to our administrative offices for efficient centralized management of labor costs and payroll processing;
- allow customers to place mobile and third-party delivery orders that integrate directly with the point-of-sale system;
- employ centralized control over pricing, menu and inventory management activities at the restaurant;
- take advantage of e-commerce including the ability to place orders with suppliers and to integrate detailed invoice, receiving and product data with our inventory and accounting systems;
- provide analytics and reporting tools to enable all levels of management to review a wide-range of financial, product mix and operational data; and
- systematically analyze and report on detailed transactional data to help detect and identify potential theft.

Critical information from our systems is available in near real-time to our restaurant managers, who are expected to react quickly to trends or situations in their restaurants. Our district managers also receive near real-time information for their respective restaurants and have access to key operating data on a remote basis using our corporate intranet-based reporting. Management personnel at all levels, from the restaurant manager through senior management, utilize and monitor key restaurant performance indicators that are also included in our restaurant-level incentive bonus plans.

### ***Burger King and Popeyes Franchise Agreements***

Each of our Burger King restaurants operates under a separate franchise agreement with BKC. Each of our Popeyes restaurants operates under a separate franchise agreement with PLK. Our franchise agreements with BKC and PLK generally require, among other things, that all restaurants comply with specified design criteria and operate in a prescribed manner, including utilization of a standard menu. In addition, our Burger King franchise agreements generally require that our restaurants conform to BKC's current image and may provide for updating our restaurants during the tenth year of the agreements to conform to such current image, which may require significant expenditures.

These franchise agreements with BKC and PLK generally provide for an initial term of 20 years and currently have an initial franchise fee of \$50,000. In the event that we terminate a franchise agreement and close the related BKC restaurant prior to the expiration of its term, we generally are required to pay BKC an amount based on the net present value of the royalty stream that would have been realized by BKC had such franchise agreement not been terminated. With BKC's and PLK's respective approval, we can elect to extend franchise agreements for additional 20 year terms, provided that the restaurant meets the current restaurant image standard and we are not in default under terms of the franchise agreement. The franchise agreement fee for subsequent renewals for our Burger King and Popeyes restaurants is currently \$50,000. BKC or PLK may terminate any of the franchise agreements if an act of default is committed by us under these agreements and such default is not cured. Defaults under the franchise agreements for our Burger King and Popeyes restaurants include, among other things, our failure to operate such restaurant in accordance with the operating standards and specifications established by BKC or PLK (including failure to use equipment, uniforms or decor approved by the respective franchisor), our failure to sell products approved or designated by BKC or PLK, our failure to pay royalties or advertising and sales promotion contributions as required, our unauthorized sale, transfer or assignment of such franchise agreement or the related restaurant, certain events of bankruptcy or insolvency with respect to us, conduct by us or our employees that has a harmful effect on the Burger King or Popeyes restaurant system, conviction of us or our executive officers for certain indictable offenses, our failure to maintain a responsible credit rating or our acquisition of an interest in any other hamburger restaurant business. We have not been notified of any events of default under any of our franchise agreements with BKC or PLK.

In order to obtain a successor franchise agreement with BKC and PLK, a franchisee is typically required to make capital improvements to the restaurant to bring it up to BKC's or PLK's current image standards. The cost of these improvements may vary widely depending upon the magnitude of the required changes and the degree to which we have made interim improvements to the restaurant. At January 2, 2022, we had 16 Burger King franchise

agreements due to expire in 2022, three Burger King franchise agreements due to expire in 2023 and eight Burger King franchise agreements due to expire in 2024, as well as 45 that expired prior to the end of 2021. At January 2, 2022 we had five Popeyes franchise agreements set to expire in 2022, one Popeyes franchise agreement set to expire in 2023 and four Popeyes franchise agreements set to expire in 2024, as well as eight Popeyes franchise agreements that expired prior to the end of 2021.

As of January 2, 2022, we have certain franchise agreements that have expired. We continue ongoing discussions with BKC and PLK towards an agreement on mutually beneficial remodeling requirements and franchise extensions for those franchise agreements, although there is no assurance we will be able to do so. The expiration of certain franchise agreements prior to January 2, 2022 has not and is not expected to impact our continued operation of these restaurants. We believe that we will be able to satisfy BKC's and PLK's normal franchise agreement renewal criteria. Accordingly, we believe that renewal franchise agreements will be granted by BKC and PLK at the expiration of our existing franchise agreements. Historically, BKC has not denied our requests for successor franchise agreements. However, there can be no assurance that BKC and PLK will grant these requests in the future.

In recent years, the historical costs of improving our Burger King restaurants in connection with franchise renewals, excluding scrape and rebuild projects, generally have ranged from \$400,000 to \$1,200,000 per restaurant. The average cost of our remodels in 2021 was approximately \$1.2 million per restaurant. The cost of remodels can vary depending upon the age and condition of the restaurant and the amount of new equipment needed. The cost of capital improvements made in connection with future franchise agreement renewals may differ substantially from past franchise renewals depending on the current image requirements established from time to time by BKC or PLK.

We evaluate the performance of our Burger King and Popeyes restaurants on an ongoing basis. With respect to franchise renewals, such evaluation depends on many factors, including our assessment of the anticipated future operating results of the subject restaurants and the cost of required capital improvements that we would need to commit for such restaurants. If we determine that a Burger King or Popeyes restaurant is under-performing, or that we do not anticipate an adequate return on the capital investment required to renew the franchise agreement, we may elect to close such restaurant. We may also relocate (offset) a restaurant within its trade area and build a new Burger King or Popeyes restaurant as part of the franchise renewal process. In 2021, we closed six Burger King restaurants, including one offset location. We currently expect to close less than five Burger King restaurants in 2022, excluding any relocations of existing restaurants. Our determination to close these restaurants is subject to further evaluation and may change. We may also elect to close additional restaurants in the future.

In addition to the initial franchise fee, we generally pay BKC and PLK a monthly royalty. The royalty rate for new Burger King restaurants and for successor franchise agreements is 4.5% of sales. The royalty rate for new Popeyes restaurants and for successor franchise agreements is 5.0% of sales. Royalty payments for restaurants acquired from other franchisees are based on the terms of existing franchise agreements being acquired, and may be less than 4.5%. Burger King royalties, as a percentage of restaurant sales, were 4.4% in 2021 and 4.3% in both 2020 and 2019. We anticipate our Burger King and Popeyes royalties, as a percentage of restaurant sales, will be approximately 4.4% in 2022 as a result of the terms outlined above. Newly constructed Burger King restaurants developed pursuant to the ADA as well as the Amended ADA received and will receive a 1% royalty rate reduction for a four year period and certain remodeled restaurants under the ADA generally received and will receive a 0.75% royalty rate reduction for a five year period.

We also generally contribute 4% of restaurant sales from our Burger King and Popeyes restaurants to fund BKC's and PLK's national and regional advertising. Pursuant to the ADA and Amended ADA, newly constructed Burger King restaurants will receive a 3% advertising contribution reduction for four years and certain remodeled restaurants, excluding upgrades, will receive a 0.75% advertising contribution reduction for a five year period. BKC and PLK engage in substantial national and regional advertising and promotional activities and other efforts to maintain and enhance both brands. From time to time we supplement BKC's marketing with our own local advertising and promotional campaigns. See "Advertising, Products and Promotion" below.

Our franchise agreements with BKC and PLK do not give us exclusive rights to operate Burger King restaurants in any defined territory. Although we believe that BKC generally seeks to ensure that newly granted franchises do not materially adversely affect the operations of existing Burger King restaurants, we cannot assure you that franchises granted by BKC to third parties will not adversely affect any Burger King restaurants that we operate.

### ***Advertising, Products and Promotion***

BKC's marketing strategy is characterized by its HAVE IT YOUR WAY® service, TASTE IS KING® tag line, flame grilling, generous portions and competitive prices. Burger King restaurants feature flame-grilled hamburgers, the most popular of which is the Whopper sandwich, a large, flame-grilled hamburger garnished with mayonnaise, lettuce, onions, pickles and tomatoes. The basic menu of all Burger King restaurants also includes a variety of hamburgers, chicken and other specialty sandwiches, french fries, onion rings, soft drinks, salads, breakfast items, snacks and other offerings. BKC and its franchisees have historically spent between 4% and 5% of their respective sales on marketing, advertising and promotion to sustain high brand awareness. BKC's marketing initiatives are designed to reach a diverse consumer base and BKC has continued to introduce a number of new and enhanced products to broaden menu offerings and drive customer traffic in all day parts.

BKC's and PLK's advertising programs consist of national campaigns supplemented by local advertising. BKC's and PLK's advertising campaigns are generally carried on television, radio and in circulated print media (national and regional newspapers and magazines). As a percentage of our restaurant sales advertising expense was 4.0% in 2021, 3.9% in 2020 and 4.0% in 2019. For 2022, we expect total advertising expense to be approximately 4.0% of total restaurant sales.

The efficiency and quality of advertising and promotional programs can significantly affect the quick-service restaurant businesses. We believe that one of the major advantages of being a Burger King franchisee is the value of the extensive national and regional advertising and promotional programs conducted by BKC. In addition to the benefits derived from BKC's advertising spending, we sometimes supplement BKC's advertising and promotional activities with our own local advertising and promotions, including the purchase of additional television, radio and print advertising. The concentration of our Burger King restaurants in many of our markets permits us to leverage advertising in those markets. We also utilize promotional programs targeted to our customers, such as combination value meals and discounted prices in order to create a flexible and directed marketing program.

### ***Digital***

BKC and PLK have invested heavily in launching a digital platform that integrates with major third-party delivery service providers and provides a seamless ordering, payment, delivery and drive thru experience for our guests. In the BKC and PLK platforms, guests can place orders through a website or mobile app and have the product ready for pickup or delivered by a third-party partner. Digital sales, including sales through the delivery platforms plus mobile order and pay, have been a strong growth driver and represented approximately 6.1% of our restaurant sales in 2021 and 3.1% of our sales in 2020. We are also installing outdoor digital menu boards in all drive thru locations. Through the end of fiscal 2021, we installed outdoor digital menu boards at 838 Burger King restaurants and expect to complete the remaining installation of outdoor digital menu boards at all of our Burger King and Popeyes restaurants by the first half of 2022. The digital menu boards integrate with the POS system and utilize artificial intelligence to help optimize the guest experience. BKC and PLK continue to invest in their digital platforms. In 2021, BKC launched its Royal Perks loyalty program and PLK launched its Popeyes Rewards program on their respective mobile apps to encourage guests to visit more often and receive personalized offers. In the fourth quarter of 2021, BKC extended its Royal Perks program to in-restaurant transactions.

## **Suppliers**

We are a member of a national purchasing cooperative, Restaurant Services, Inc., which we refer to as "RSI", created for the Burger King system. RSI is a non-profit independent purchasing cooperative that is responsible for sourcing our products and related supplies and managing relationships with approved distributors for the Burger King system. We use our purchasing power to negotiate directly with certain other vendors, to help obtain favorable pricing and terms for supplying our restaurants. For our Burger King restaurants, we are required to purchase all of our foodstuffs, paper goods and packaging materials from BKC-approved suppliers at prices negotiated by RSI. We currently primarily utilize four distributors, McLane Company Inc., Lineage Foodservice Solutions, LLC, Reinhart Food Service L.L.C and Performance Foodservice, to supply our Burger King restaurants with the majority of our foodstuffs. As of January 2, 2022, such distributors supplied 31%, 30% 29% and 10%, respectively, of our Burger King restaurants.

For our Popeyes restaurants, we are a member of a national purchasing cooperative, Supply Management Services, Inc. ("SMS"). SMS is a non-profit independent purchasing cooperative that is responsible for sourcing certain of our products and managing relationships with approved distributors for the Popeyes system. Popeyes utilizes five distributors, two for poultry products and three for all other products. For our Popeyes restaurants, one distributor, Customized Distribution Services, supplies 69% of our poultry products and 91% of our non-poultry products.

We may purchase non-food items, such as kitchen utensils, equipment maintenance tools and other supplies, from any suitable source so long as such items meet BKC and PLK product uniformity standards. All BKC-approved and PLK-approved distributors are required to purchase foodstuffs and supplies from BKC-approved and PLK-approved manufacturers and purveyors. BKC and PLK are each responsible for monitoring quality control and supervision of the applicable manufacturers. Each conducts regular visits to observe the preparation of foodstuffs and to perform various tests to ensure that only quality foodstuffs are sold to its approved suppliers. In addition, BKC and PLK coordinate and supervise audits of approved suppliers and distributors to determine continuing product specification compliance and to ensure that manufacturing plant and distribution center standards are met. Although we believe that we have alternative sources of supply available to our restaurants, the failure of a distributor or supplier for our restaurants to service us, could lead to a disruption of service or supply at our restaurants until a new distributor or supplier is engaged, which could have an adverse effect on our business.

## **Quality Assurance**

Our operational focus is closely monitored to achieve a high level of customer satisfaction based on product quality, speed of service, order accuracy and quality of service. Our senior management and restaurant management staffs are principally responsible for ensuring compliance with BKC's and PLK's required operating procedures. We have uniform operating standards and specifications relating to the quality, preparation and selection of menu items, maintenance and cleanliness of the premises and employee conduct. In order to maintain compliance with these operating standards and specifications, we distribute detailed reports measuring compliance with various customer service standards and objectives to our restaurant operations management team, including feedback obtained directly from our customers through instructions given to them at the point of sale. The customer feedback is monitored by an independent agency and us and consists of evaluations of speed of service, quality of service, quality of our menu items and other operational objectives including the cleanliness of our restaurants. We also have our own staff that handle customer inquiries and complaints. The level of customer satisfaction is a key metric in our restaurant-level incentive bonus plans.

We operate in accordance with quality assurance and health standards mandated by federal, state and local governmental laws and regulations. These standards include food preparation rules regarding, among other things, minimum cooking times and temperatures, maximum time standards for holding prepared food, food handling guidelines and cleanliness. To maintain these standards, under BKC's oversight third-party firms conduct unscheduled inspections and follow-up inspections of our restaurants and report their findings to us. In addition, restaurant managers conduct internal inspections for taste, quality, cleanliness and food safety on a regular basis.

## **Trademarks**

As a franchisee of Burger King and Popeyes, we also have contractual rights to use certain trademarks, service marks and other intellectual property relating to the Burger King and Popeyes concepts. We have no proprietary intellectual property other than the Carrols logo and trademark.

## **Government Regulation**

Various federal, state and local laws affect our business, including various health, sanitation, fire and safety standards. Restaurants to be constructed or remodeled are subject to state and local building code and zoning requirements. In connection with the development and remodeling of our restaurants, we may incur costs to meet certain federal, state and local regulations, including regulations promulgated under the Americans with Disabilities Act.

We are subject to the federal Fair Labor Standards Act and various other federal and state laws governing such matters as the handling, preparation and sale of food and beverages; the provision of nutritional information on menu boards; minimum wage requirements; unemployment compensation; overtime; and other working conditions and citizenship requirements.

A significant number of our food service personnel are paid at rates related to the federal, and where applicable, state minimum wage. Accordingly, increases in the minimum wage have increased and in the future will increase wage rates at our restaurants.

The Patient Protection and Affordable Care Act (the “Act”) required businesses employing fifty or more full-time equivalent employees to offer health care benefits to those full-time employees or be subject to an annual penalty. Those benefits must be provided under a health care plan which provides a certain minimum scope of health care services. The Act also limits the portion of the cost of the benefits which we can require employees to pay. Based on our enrollment history to date, approximately 12% of our approximately 3,400 eligible hourly employees have opted for coverage under our medical plan.

We are also subject to various federal, state and local environmental laws, rules and regulations. We believe that we conduct our operations in substantial compliance with applicable environmental laws, rules and regulations. Our costs for compliance with environmental laws, rules and regulations has not had a material adverse effect on our results of operations, cash flows or financial condition in the past.

## **Industry and Competition**

**The Restaurant Market.** Restaurant sales historically have closely tracked several macroeconomic indicators. Historically, unemployment has been inversely related to restaurant sales and, as the unemployment rate decreases and disposable income increases, restaurant sales have increased. During 2020 and 2021, government support provided in response to the COVID-19 pandemic, through both direct stimulus payments as well as unemployment and child credits, boosted consumer spending in many areas, including restaurants. While the restaurant industry overall had a very challenging year in 2020, restaurants that withstood the pandemic are expected to be well-positioned to grow as the economy normalizes. We believe that restaurants with established methods for convenience and low-contact service not only performed well during the COVID-19 environment, but are also well positioned to sustain that performance as the broader economy opens up. According to the U.S. Department of Agriculture, through October 2021 food away from home dollars were 49.9% of nominal food dollars, with total expenditures increasing 30.9% from the same period in 2020.

**Limited-Service Restaurants.** We operate in the hamburger and chicken categories of the limited service restaurant segment of the restaurant industry. Limited service restaurants are distinguished by high speed of service and efficiency, convenience, limited menu and service, and value pricing. We believe that limited service restaurants are well-positioned to increase their sales in the current environment. According to the National Restaurant Association, the limited service segment is projected to grow from \$329 billion in 2021 to \$355 billion in 2022, representing a projected 8% increase in sales and 40% of total restaurant and food industry sales, up from 36% in 2019.

The restaurant industry is highly competitive with respect to price, service, location and food quality. In each of our markets, our restaurants compete with a large number of national and regional restaurant chains, as well as locally owned restaurants, offering low and medium-priced fare. We also compete with operators outside the

restaurant industry such as convenience stores, delicatessens and prepared food counters in supermarkets, grocery stores, cafeterias and other purveyors offering moderately priced and quickly prepared foods. Our competitors may also employ marketing strategies such as frequent use of price discounting, frequent promotions and an emphasis on value menus.

We believe that product quality and taste, brand recognition, convenience of location, speed of service, menu variety, price, and ambiance are the most important competitive factors in the quick-service restaurant segment and that our restaurants effectively compete in each category. We believe our largest competitors for our Burger King restaurants are McDonald's and Wendy's and the largest competitors for our Popeyes restaurants are KFC and Chik-fil-A.

### **Human Capital Management**

As of January 2, 2022, we employed approximately 25,500 persons, of which approximately 200 were administrative personnel and approximately 25,300 were restaurant operations personnel. Approximately 75% of our employees are part-time and 80% have been employed by the Company for less than one year. None of our employees are unionized or covered by collective bargaining agreements. We believe that our overall relations with our employees are good and that our efforts to manage our workforce have been effective.

**Diversity.** We are committed to fostering a culture that encourages diversity and inclusion, and having diverse representation in our workforce. As of January 2, 2022, 51% of our employees were female and approximately 55% of our employees self-identified as belonging to a racial or ethnic minority group.

**Training.** We maintain a comprehensive training and development program for all of our personnel and provide both classroom and in-restaurant training for our salaried and hourly restaurant personnel. Our program emphasizes, among other things, system-wide operating procedures, food preparation methods, food safety and customer service standards. BKC's and PLK's training and development programs are also available to us as a franchisee through web access in all of our restaurants.

### **COVID-19 Response**

Throughout the course of the ongoing COVID-19 pandemic, we adapted our business in order to continue operating safely, including, among other things, by doing the following:

- To support the health and safety of our employees, beginning in March 2020 we mandated, among other things, the use of masks, sanitizers and contactless procedures in our restaurants, and required team members' temperatures be taken at the beginning of each shift.
- We increased the use of low contact procedures for food delivery, including installation of plexiglass barriers at the front counter and drive thru and the implementation of delivery services.
- We initially suspended all non-essential travel for our employees and implemented a work-from-home policy for all non-restaurant personnel. As the vaccines became widespread and readily available in 2021, these restrictions were eased.
- We established a "Carrols Cares" fund to provide immediate relief to employees in need.

### **Availability of Information**

We file annual, quarterly and current reports and other information with the Securities and Exchange Commission (the "SEC"). The SEC also maintains a website that contains reports, proxy and information statements and other information regarding issuers that file electronically with the SEC at [www.sec.gov](http://www.sec.gov).

We make available at no cost through our internet website at [www.carrols.com](http://www.carrols.com), our annual report on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and amendments to those reports, as well as other reports relating to us that are filed or furnished to the SEC, as soon as reasonably practicable after electronically filing or furnishing such material with the SEC. The references to our website address and the SEC website address do not constitute incorporation by reference of the information contained on these websites and should not be considered part of this document.

## ITEM 1A. RISK FACTORS

You should carefully consider the risks described below, as well as other information and data included in this Annual Report on Form 10-K. Any of the following risks could materially adversely affect our business, consolidated financial condition or results of operations.

### Risks Related to Our Business

#### *We could be materially adversely affected by health concerns such as the ongoing COVID-19 pandemic.*

The United States and most other countries have experienced the widespread outbreak of the COVID-19 pandemic and in the past the Avian Flu or “SARS” or H1N1. As we have experienced and are experiencing in the current COVID-19 environment:

- If a virus is transmitted by human contact, our employees or customers may become infected, or may choose, or be advised, to avoid gathering in public places, any of which may adversely affect our restaurant customer traffic and our ability to adequately staff our restaurants, receive deliveries on a timely basis or perform functions at the corporate level. These are all areas that were impacted during 2020 and 2021 and continue to be challenges in the near-term for our business. The COVID-19 pandemic has negatively impacted our customer traffic, and we have had to take immediate actions to shift focus to our drive-thru, carry-out and delivery service modes. We have also experienced significant staffing challenges, both as a result of employee exposure to COVID-19 as well as the hourly workforce being disincentivized by federal, state and local unemployment benefits and fearful of the workplace.
- We also may be adversely affected if jurisdictions in which we have restaurants impose or continue to impose mandatory closures, seek or continue to seek voluntary closures or impose or continue to impose restrictions on operations. Even if such measures are not implemented and a virus or other disease does not spread significantly, the perceived risk of infection or significant health risk may adversely affect our business. During the pandemic, we have seen frequent changes to our restaurants' operating hours, as a result of shifting consumer behavior, public safety measures mandated by local jurisdictions, and employment challenges. In March 2020, we closed the dining rooms in all our restaurants and modified operating hours in line with local ordinances and day-part sales trends. These closures were in effect for most of the second quarter of 2020, with each restaurant operating according to their respective local governmental guidelines as well as safety procedures developed by BKC and PLK. We re-opened our dining rooms as individual states and local governments allowed reopenings.
- Lower customer traffic as experienced in the immediate onset of the COVID-19 pandemic in our markets may not provide enough revenue to cover the fixed operating costs of our restaurants. We temporarily closed 46 restaurants in late March 2020 and early April 2020 that were geographically close to one of our other restaurants, and these closures were in effect for most of the second quarter of 2020. Due to restaurant sales improvements after the initial months of the COVID-19 pandemic, we had reopened all of the temporarily closed restaurants by the end of 2020 except for two restaurants which were permanently closed in the third quarter. While most of these closures were temporary, our business remains sensitive to operating in environments with prolonged sales declines of the magnitude we saw in the first weeks of the pandemic.
- We will incur incremental costs for an indefinite period of time to provide safety to our guests and our employees in the form of masks, sanitizers and thermometers as well as additional labor to continuously sanitize our restaurants. Throughout the course of this evolving COVID-19 pandemic, we have been adapting our business in order to continue operating safely. To support the health and safety of our employees and customers, among other things, we mandated the use of masks, sanitizers and contactless procedures in our restaurants, and have required temperature checks at the beginning of each shift for our team members. During the years ended January 2, 2022 and January 3, 2021, we incurred \$0.5 million and \$2.7 million, respectively, in expenses directly related to COVID-19 related supplies, including face masks, thermometers, sneeze guards and sanitizers.
- The uncertain economic environment required us to enhance our liquidity and bolster our balance sheet. In the first quarter of 2020 we borrowed on our Revolving Credit Facility to protect against a prolonged pandemic coupled with financial market illiquidity. We also increased our revolving credit

borrowing capacity under our Revolving Credit Facility (as defined below) by \$30.8 million to a total of \$145.8 million, and incurred Incremental Term B-1 Loans of \$75 million in 2020. In 2021, we further increased our revolving credit borrowing capacity by a total of \$69.2 million to a total of \$215.0 million.

- Our financial performance depends on our continuing ability to offer fresh, quality food at competitive prices. A significant disruption in service or supply by our suppliers or distributors could create disruptions in the operations of our restaurants and adversely affect our business. During the second quarter of 2020, we were subject to a limited menu in some markets due to limited product available from one of our suppliers and in some instances, deliveries were delayed due to the conditions of the COVID-19 pandemic. A more significant disruption in service or supply by our suppliers or distributors due to the impact of COVID-19 on their businesses, whether from employees at these facilities contracting the COVID-19 virus, their own business suffering due to their inability to operate in the COVID-19 economic environment, or their own financial instability could have a material adverse effect on our business.

A health pandemic such as COVID-19 is a disease outbreak that has spread rapidly and widely by infection and has affected many individuals in areas of population density. Our restaurants are places where people can gather together for human connection. Customers might avoid or be advised to not gather in public places in the event of a health pandemic, and local, regional or national governments might continue to limit, further limit or ban public gatherings to halt or delay the spread of disease. The impact of a health pandemic on us might be disproportionately greater than on other quick-service concepts that have lower customer traffic and that depend less on the gathering of people.

In addition, we cannot guarantee that changes to our operational policies and training will be effective to keep our employees and customers safe from the COVID-19 virus. Any publicity relating to health concerns or perceived or specific outbreaks of COVID-19 attributed to one or more of our restaurants, could result in a significant decrease in guest traffic in all of our restaurants and could have a material adverse effect on our results of operations. Furthermore, similar publicity or occurrences with respect to other restaurants or restaurant chains could also decrease our guest traffic and have a similar material adverse effect on our business.

***Intense competition in the restaurant industry could make it more difficult to profitably expand our business and could also have a negative impact on our operating results if customers favor our competitors or we are forced to change our pricing and other marketing strategies.***

The restaurant industry is highly competitive. In each of our markets, our restaurants compete with a large number of national and regional restaurant chains, as well as locally owned restaurants, offering low and medium-priced fare. We also compete with other convenience stores, delicatessens and prepared food counters in grocery stores, supermarkets, cafeterias and other purveyors of moderately priced and quickly prepared food. We believe our largest competitors for our Burger King restaurants are McDonald's and Wendy's restaurants and the largest competitors for our Popeyes restaurants are KFC and Chick-fil-A.

Due to competitive conditions, we, as well as certain of the other major quick-service restaurant chains, have offered select food items and combination meals at discounted prices. These pricing and marketing strategies have had, and in the future may have, a negative impact on our earnings.

***Factors applicable to the quick-service restaurant segment may have a material adverse effect on our results of operations, which may cause a decrease in earnings and revenues.***

The quick-service restaurant segment can be materially adversely affected by many factors, including:

- health concerns such as the ongoing coronavirus pandemic (COVID-19);
- changes in local, regional or national economic conditions;
- inflation;
- increases in the cost of food, such as beef, chicken, produce and packaging;
- increased labor costs, including healthcare, unemployment insurance and minimum wage requirements;
- changes in demographic trends;
- changes in consumer tastes;
- changes in traffic patterns;

- increases in fuel prices and utility costs;
- consumer concerns about health, diet and nutrition;
- increases in the number of, and particular locations of, competing restaurants;
- changes in discretionary consumer spending;
- the availability of experienced management and hourly-paid employees; and
- regional weather conditions.

***We are highly dependent on the Burger King and Popeyes systems and our ability to renew our franchise agreements with BKC and PLK. The failure to renew our franchise agreements or Burger King's or Popeyes' failure to compete effectively would materially adversely affect our results of operations.***

Due to the nature of franchising and our agreements with BKC and PLK, our success is, to a large extent, directly related to the success of the Burger King and Popeyes systems including their financial condition, advertising programs, product development, overall quality of operations and the successful and consistent operation of Burger King and Popeyes restaurants owned by other franchisees. We cannot assure you that Burger King or Popeyes restaurants will be able to compete effectively with other restaurants. As a result, any failure of the Burger King or Popeyes franchise systems to compete effectively would likely have a material adverse effect on our results of operations and financial condition.

Under each of our franchise agreements, we are required to comply with operational programs established by BKC or PLK. For example, our franchise agreements with BKC and PLK require that our restaurants comply with specified design criteria. In addition, BKC generally has the right to require us during the tenth year of a franchise agreement to remodel our restaurants to conform to the then-current image of Burger King restaurants, and PLK generally has the right to require us to remodel our restaurants to conform to the then-current image of Popeyes restaurants every six years, all of which may require the expenditure of considerable funds. We also may not be able to avoid adopting menu price discount promotions or permanent menu price decreases instituted by BKC or PLK that may be unprofitable.

Our BKC franchise agreements typically have a 20 year term after which BKC's consent is required to receive a successor franchise agreement. Our PLK franchise agreements typically also have a 20-year term after which we have the options to (a) renew for a 10 year renewal term and (b) renew for a second supplemental renewal term of 10 years provided that we meet certain conditions as set forth in the PLK franchise agreements.

We cannot assure you that BKC will grant each of our future requests for successor franchise agreements or that we will be able to exercise any of the options to renew the PLK franchise agreements. Any failure of BKC to renew our franchise agreements would materially adversely affect our results of operations and financial condition. In addition, as a condition of approval of a successor franchise agreement, BKC may require us to make capital improvements to particular restaurants to bring them up to current image standards established by Burger King, which may require us to incur substantial costs. Similarly, one of the conditions to our ability to exercise the option to renew our PLK franchise agreements is that we must make capital improvements to particular restaurants to bring them up to current image standards established by Popeyes, which may require us to incur substantial costs.

In addition, our franchise agreements with BKC and PLK do not give us exclusive rights to operate Burger King or Popeyes restaurants in any defined territory. We cannot assure you that franchises granted by BKC or PLK to third parties will not adversely affect any restaurants that we operate.

Additionally, as a franchisee, we have no control over the Burger King brand or the Popeyes brand. If BKC and PLK do not adequately protect the Burger King and Popeyes brands and other intellectual property, our competitive position and results of operations could be harmed.

***We could be materially adversely affected by food-borne illnesses, as well as widespread negative publicity regarding food quality, illness, injury or other health concerns.***

Negative publicity about food quality, illness, injury or other health concerns (including health implications of obesity) or similar issues stemming from one restaurant or a number of restaurants could materially adversely affect our results of operations, regardless of whether they pertain to our own restaurants, other Burger King or Popeyes restaurants, or to restaurants owned or operated by other companies. For example, health concerns about the consumption of beef, chicken or eggs or events such as a disease outbreak could lead to changes in consumer preferences, reduce consumption of our products and have a material adverse effect on our results of operations and financial condition. These events could also reduce available supply or significantly raise the price of beef, chicken or eggs.

In addition, we cannot guarantee that our operational controls and employee training will be effective in preventing food-borne illnesses, food tampering and other food safety issues that may affect our restaurants. Food-borne illness or food tampering incidents could be caused by customers, employees or food suppliers and transporters and, therefore, could be outside of our control. Any publicity relating to health concerns or the perceived or specific outbreaks of food-borne illnesses, food tampering or other food safety issues attributed to one or more of our restaurants, could result in a significant decrease in guest traffic in all of our restaurants and could have a material adverse effect on our results of operations. Furthermore, similar publicity or occurrences with respect to other restaurants or restaurant chains could also decrease our guest traffic and have a similar material adverse effect on our results of operations and financial condition.

***Our strategy includes pursuing acquisitions of additional Burger King and Popeyes restaurants and we may not find Burger King restaurants or Popeyes restaurants that are suitable acquisition candidates or successfully operate or integrate any Burger King restaurants or Popeyes restaurants that we may acquire.***

As part of our strategy, we intend to selectively pursue the acquisition of additional Burger King and Popeyes restaurants. Pursuant to the ADA and retained in the Amended ADA, BKC has granted us franchise pre-approval to acquire Burger King restaurants from Burger King franchisees until we acquire more than 500 Burger King restaurants. The right of first refusal assigned to us from BKC pursuant to the ADA was forfeited by us as a result of entering into the Amended ADA in January 2021.

Competition for acquisition candidates may exist or increase in the future. Consequently, there may be fewer acquisition opportunities available to us at an attractive acquisition price. There can be no assurance that we will be able to identify, acquire, manage or successfully integrate additional restaurants without substantial costs, delays or operational or financial problems. In the event we are able to acquire additional restaurants, the integration and operation of the acquired restaurants may place significant demands on our management, which could adversely affect our ability to manage our existing restaurants. We may be required to obtain additional financing to fund future acquisitions. There can be no assurance that we will be able to obtain additional financing, if necessary, on acceptable terms or at all. Our Senior Credit Facilities contain restrictive covenants that may prevent us from incurring additional debt to acquire additional Burger King or Popeyes restaurants.

***If we do not meet our obligations under the Amended ADA, our franchise pre-approval could be suspended, which could have a material adverse effect on our results of operations and financial condition.***

Under the Amended ADA, Carrols LLC has agreed to open, build and operate a total of 50 new Burger King restaurants. This includes four Burger King restaurants by September 30, 2021, 10 additional Burger King restaurants by September 30, 2022, 12 additional Burger King restaurants by September 30, 2023, 12 additional Burger King restaurants by September 30, 2024 and 12 additional Burger King restaurants by September 30, 2025. There is a 90-day cure period to meet the required restaurant development each development year. If we do not meet this obligation to build new restaurants under the Amended ADA, BKC could suspend our franchise pre-approval to build or acquire Burger King restaurants and/or suspend certain reduced royalty and advertising contribution rates for restaurants we have opened under the Amended ADA. Among other things, this could impact our ability to compete for acquisition candidates or delay the opening of new restaurants or increase the cost of our royalty and advertising contributions, which could have a material adverse effect on our results.

***We may experience difficulties in integrating restaurants acquired by us into our existing business.***

The acquisition of a significant number of restaurants involves the integration of those acquired restaurants with our existing business. The difficulties of integration include:

- coordinating and consolidating geographically separated systems and facilities;
- integrating the management and personnel of the acquired restaurants, maintaining employee morale and retaining key employees;
- implementing our management information systems; and
- implementing operational procedures and disciplines to control costs and increase profitability.

The process of integrating operations could cause an interruption of, or loss of momentum in, the activities of our business and the loss of key personnel. The diversion of management's attention and any delays or difficulties encountered in connection with the acquisition of restaurants and integration of acquired restaurants' operations could have a material adverse effect on our results of operations and financial condition.

Achieving the anticipated benefits of the acquisition of additional restaurants will depend in part upon whether we can integrate any acquired restaurants in an efficient and effective manner. We may not accomplish this integration process smoothly or successfully. If management is unable to successfully integrate acquired restaurants, the anticipated financial contribution of the acquisition may not be realized.

In our evaluation of our recent and potential acquisitions, assumptions are made as to our ability to increase sales as well as improve restaurant-level profitability particularly in the areas of food, labor and cash controls as well as other operating expenses. If we are not able to make such improvements in these operational areas as planned, the acquired restaurants' targeted profitability levels will be affected which could cause an adverse effect on our overall financial results and financial condition.

***We may incur significant liability or reputational harm if claims are brought against us or the Burger King and Popeyes brands.***

We may be subject to complaints, regulatory proceedings or litigation from guests or other persons alleging food-related illness, injuries suffered in our premises or other food quality, health or operational concerns, including environmental claims. In addition, in recent years a number of restaurant companies have been subject to lawsuits, including class action lawsuits, alleging, among other things, violations of federal and state law regarding workplace and employment matters, discrimination, harassment, wrongful termination and wage, rest break, meal break and overtime compensation issues and, in the case of quick-service restaurants, alleging that they have failed to disclose the health risks associated with high fat or high sodium foods and that their marketing practices have encouraged obesity. We may also be subject to litigation or other actions initiated by governmental authorities or our employees, among others, based upon these and other matters. Adverse publicity resulting from such allegations or occurrences or alleged discrimination or other operating issues stemming from one or a number of our locations could adversely affect our results of operations and financial condition, regardless of whether the allegations are true, or whether we are ultimately held liable. Any cases filed against us could materially adversely affect our results of operations and financial condition if we lose such cases and have to pay substantial damages or if we settle such cases. In addition, any such cases may materially adversely affect our results of operations and financial condition by increasing our litigation costs and diverting our attention and resources to address such actions. Furthermore, if a claim is successful, our insurance coverage may not cover or be adequate to cover all liabilities or losses and we may not be able to continue to maintain such insurance, or to obtain comparable insurance at a reasonable cost, if at all. If we suffer losses, liabilities or loss of income in excess of our insurance coverage or if our insurance does not cover such loss, liability or loss of income, there could be a material adverse effect on our results of operations and financial condition.

***Changes in consumer taste could negatively impact our business.***

We obtain a significant portion of our revenues from the sale of hamburgers, fried chicken and various types of sandwiches. If consumer preferences for these types of foods change, it could have a material adverse effect on our results of operations and financial condition. The quick-service restaurant segment is characterized by the frequent introduction of new products, often supported by substantial promotional campaigns, and is subject to

changing consumer preferences, tastes, and eating and purchasing habits. Our success depends on BKC's and PLK's ability to anticipate and respond to changing consumer preferences, tastes and dining and purchasing habits, as well as other factors affecting the restaurant industry, including new market entrants and demographic changes. BKC or PLK may be forced to make changes to our menu items in order to respond to changes in consumer tastes or dining patterns, and we may lose customers who do not prefer the new menu items. In recent years, numerous companies in the quick-service restaurant segments have introduced products positioned to capitalize on the growing consumer preference for food products that are, or are perceived to be, promoting good health, nutritious, low in calories, low in fat content or plant-based. If BKC or PLK does not continually develop and successfully introduce new menu offerings that appeal to changing consumer preferences or if the Burger King and Popeyes franchise systems do not timely develop new products, our results of operations and financial condition could suffer. In addition, any significant event that adversely affects consumption of our products, such as cost, changing tastes or health concerns, could adversely affect our results of operations and financial condition.

***We could be adversely affected by our failure to acknowledge and sufficiently respond to the fast-moving influence of social media.***

The widespread use of social media platforms can provide individuals with access to a broad audience at any time of day. The content shared by users on these platforms may be published without consideration of accuracy or its potential impact. Such content may be factually inaccurate, but nonetheless negatively impact our customer engagement, business operations, brand reputation or financial performance. This damage could be fast-moving and not allow us or our franchisors a chance to address the situation.

***If a significant disruption in service or supply by any of our suppliers or distributors were to occur, it could create disruptions in the operations of our restaurants, which could have a material adverse effect on our results of operations and financial condition.***

Our financial performance depends on our continuing ability to offer fresh, quality food at competitive prices. If a significant disruption in service or supply by our suppliers or distributors were to occur, it could create disruptions in the operations of our restaurants, which could have a material adverse effect on our results of operations and financial condition.

We are a member of a national purchasing cooperative, Restaurant Services, Inc., created for the Burger King system. RSI is a non-profit independent purchasing cooperative that is responsible for sourcing our products and related supplies and managing relationships with approved distributors for the Burger King system. We use our purchasing power to negotiate directly with certain other vendors, to obtain favorable pricing and terms for supplying our restaurants. For our Burger King restaurants, we are required to purchase all of our foodstuffs, paper goods and packaging materials from BKC-approved suppliers at prices negotiated by RSI. We currently primarily utilize four distributors, McLane Company Inc., Lineage Foodservice Solutions, LLC, Reinhart Food Service LLC and Performance Foodservice, to supply our Burger King restaurants with the majority of our foodstuffs. As of January 2, 2022, such distributors supplied 31%, 30% 29% and 10%, respectively, of our Burger King restaurants.

For our Popeyes restaurants we are a member of a national purchasing cooperative, Supply Management Services, Inc. SMS is a non-profit independent purchasing cooperative that is responsible for sourcing certain of our products and managing relationships with approved distributors for the Popeyes system. Popeyes utilizes five distributors, two for poultry products and three for all other products. For our Popeyes restaurants, one distributor, Customized Distribution Services, Inc, supplies 69% of our poultry products and 91% of our, non-poultry products.

In the event that any of our distributors or suppliers are unable to service us and we are unable to timely secure alternative sources for product, we could suffer a disruption of service until a new distributor or supplier is engaged, which could have a material adverse effect on our results of operations and financial condition.

***Supply shortages and price increases could delay or increase the cost of construction, which could have a material adverse effect on our results of operations and financial condition.***

Our continued growth and financial performance is dependent, in part, on our ability to open new restaurants and remodel restaurants to comply with criteria established by BKC and PLK. During 2021, COVID-19 related disruptions in the global supply chain have significantly increased the cost, and decreased the availability, of both labor and construction materials and we expect this to continue into 2022. The scarcity of construction materials and associated price increases could delay the opening of restaurants and increase the cost of construction for our new

and existing restaurants, which could have a material adverse effect on our results of operations and financial condition.

***Increases in fuel costs and transportation costs could adversely affect our results of operations and financial condition.***

The price and supply of fuel are unpredictable and fluctuate based on circumstances outside of our control. Increases in fuel costs could lead to reductions in the frequency of consumers dining out or the amount spent in our restaurants. In addition, increases in fuel costs could result in higher production and transportation costs for our distributors and suppliers, which may be passed on to us through higher costs for the goods they supply. Any such decrease in consumers dining out or the amount spent in our restaurants or increase in costs could have an adverse effect on our results of operations and financial condition, to the extent occurring over an extended period of time and we are not able to offset through an increase in our prices.

***If labor costs increase, we may not be able to make a corresponding increase in our prices and our results of operations and financial condition may be materially adversely affected.***

Wage rates for a number of our employees are either at or slightly above the federal and or state minimum wage rates. As federal and/or state minimum wage rates increase, we may need to increase not only the wage rates of our minimum wage employees but also the wages paid to the employees at wage rates which are above the minimum wage, which will increase our costs. The extent to which we are not able to raise our prices to compensate for increases in wage rates, including increases in state unemployment insurance costs or other costs including mandated health insurance, could have a material adverse effect on our results of operations and financial condition. In addition, even if minimum wage rates do not increase, we may still be required to raise wage rates in order to compete for an adequate supply of labor for our restaurants.

***Higher labor costs due to statutory and regulatory changes could have a material adverse effect on our results of operations and financial condition.***

We are subject to the federal labor laws, including the Fair Labor Standards Act, as well as various state and local laws governing such matters as minimum wages, labor relations, workplace safety, citizenship requirements and other working conditions for employees. Federal, state and local laws may also require us to provide paid and unpaid leave, healthcare, sick time or other benefits to our employees. Changes in the law, or penalties associated with any failure on our part to comply with legal requirements, could increase our labor costs or result in additional expense.

Beginning in 2018, certain workers were able to take up to eight weeks (increasing in New York and other areas to twelve weeks in 2021) of employer-provided paid leave for childbirth, care for a seriously ill family member or needs related to a family member's military deployment. We have considered these labor costs in our price changes, and additional labor costs may require us to raise our prices in the future. In certain geographic areas which cannot absorb such increases, this could have a material adverse effect on our results of operations and financial condition. We provide unpaid leave for employees for covered family and medical reasons, including childbirth, to the extent required by the Family and Medical Leave Act of 1993, as amended, and applicable state laws. To the extent we need to hire additional employees or pay overtime to replace such employees on leave, this would be an added expense which could have a material adverse effect on our results of operations and financial condition.

***If we are not able to hire and retain qualified restaurant personnel it could create disruptions in the operation of our restaurants and lead to increases in labor costs which could have a material adverse effect on our results of operation and financial condition.***

We rely on our restaurant-level employees to provide outstanding service and quality food for the thousands of guests we serve every day. We believe that our continued success depends, in part, on our ability to attract and retain the services of qualified restaurant personnel, and we devote significant resources to recruiting, training and retaining our restaurant managers and hourly team members.

The COVID-19 pandemic has increased the difficulty and cost of maintaining adequate staffing levels for us and other restaurant operators. There is active competition for quality management personnel and hourly team members. We are experiencing and may continue to experience increased turnover and challenges in recruiting and

retaining restaurant managers and team members at various locations. These challenges have resulted in increased labor costs and caused us to limit operating hours or dine-in services at some of our restaurants due to employee shortages. If new vaccination and testing rules are established by Federal, State or other regulatory authorities, these challenges could potentially be exacerbated.

If we are unable to hire and retain qualified restaurant personnel sufficient to staff our restaurants, it could create disruptions in the operation of our restaurants which could have a material adverse effect on our results of operation and financial condition. Increases in labor costs resulting from employee shortages in the labor market could also have a material adverse effect on our results of operation and financial condition.

***Increases in income tax rates or changes in income tax laws could adversely affect our results of operations and financial condition.***

Increases in income tax rates in the United States or other changes in income tax laws in any particular jurisdiction could reduce our after-tax income from such jurisdiction and could adversely affect our business, financial condition or results of operations. The United States made changes to existing tax laws in the Tax Cuts and Jobs Act (the "Tax Act"), which was signed into law on December 22, 2017. Among its many provisions, the Tax Act reduced the U.S. Federal corporate income tax rate from 35% to 21% and imposed limitations on the deductibility of interest and certain other corporate deductions. Additional changes in the U.S. tax regime, including changes in how existing tax laws are interpreted or enforced, could adversely affect our results of operations and financial condition.

***The efficiency and quality of our competitors' advertising and promotional programs and the extent and cost of our advertising could have a material adverse effect on our results of operations and financial condition.***

The success of our restaurants depends in part upon the effectiveness of the advertising campaigns and promotions by BKC or PLK. If our competitors increase spending on advertising and promotion, or the cost of television or radio advertising increases, or BKC's, PLK's or our advertising and promotions are less effective than our competitors', it could have a material adverse effect on our results of operations and financial condition.

***Our business is regional and we therefore face risks related to reliance on certain markets as well as risks for other unforeseen events.***

At January 2, 2022, 14% of our restaurants were located in North Carolina, 11% were located in New York, 12% were located in Tennessee, and 25% were located in Indiana, Ohio and Michigan. Therefore, the economic conditions, state and local government regulations, weather or other conditions affecting North Carolina, New York, Tennessee, Indiana, Ohio and Michigan, and other unforeseen events, including terrorism and other regional issues, may have a material impact on the success of our restaurants in those locations.

Many of our restaurants are located in regions that may be susceptible to severe weather conditions such as harsh winter weather and hurricanes. As a result, adverse weather conditions in any of these areas could damage these restaurants, result in fewer guest visits to these restaurants and otherwise have a material adverse impact on our results of operations and financial condition.

***We could be materially adversely affected by external events such as extreme weather, natural disasters, terrorist actions, pandemics and civil unrest, among others.***

External events such as extreme weather, natural disasters, terrorist actions, pandemics and civil unrest, and anticipation of such events, can adversely affect consumer spending, supply availability and costs, and our ability to operate our business in any impacted market.

***We cannot assure you that the current locations of our restaurants will continue to be economically viable or that additional locations can be acquired at reasonable costs.***

The location of our restaurants has significant influence on their success. We cannot assure you that current locations will continue to be economically viable or that additional locations can be acquired at reasonable costs. In addition, the economic environment where restaurants are located could decline in the future, which could result in reduced sales for those locations. We cannot assure you that new sites will be profitable or as profitable as existing sites.

***Economic downturns may adversely impact consumer spending patterns.***

The U.S. economy is experiencing and has in the past experienced significant slowdown and volatility due to uncertainties related to the availability of credit, difficulties in the banking and financial services sectors, softness in the housing market, diminished market liquidity, falling consumer confidence and high unemployment rates including as a result of the COVID-19 pandemic. Our business is dependent to a significant extent on national, regional and local economic conditions, particularly those that affect our guests that frequently patronize our restaurants and the health of surrounding businesses who employ a significant amount of workers. In particular, where our customers' disposable income is reduced (such as by job losses, credit constraints and higher housing, tax, energy, interest or other costs) or where our customer's actual or perceived wealth has decreased (because of circumstances such as lower residential real estate values, increased foreclosure rates, increased tax rates or other economic disruptions), our restaurants have in the past experienced, and may in the future experience, lower sales and customer traffic as customers choose lower-cost alternatives or other alternatives to dining out. The resulting decrease in our customer traffic or average sales per transaction has had an adverse effect in the past, and could in the future have a material adverse effect, on our results of operations and financial condition.

***The loss of the services of our senior management could have a material adverse effect on our results of operations and financial condition.***

Our success depends to a large extent upon the continued services of our senior management who have substantial experience in the restaurant industry. We believe that it could be difficult to replace our senior management with individuals having comparable experience. Consequently, the loss of the services of members of our senior management could have a material adverse effect on our results of operations and financial condition.

***Government regulation could adversely affect our results of operations and financial condition.***

We are subject to extensive laws and regulations relating to the development and operation of restaurants, including, without limitation, regulations relating to the following:

- zoning;
- labeling of caloric and other nutritional information on menu boards, advertising and food packaging;
- the preparation and sale of food;
- employer/employee relationships, including minimum wage requirements, overtime, mandatory paid and unpaid leave, working and safety conditions, and citizenship requirements;
- health care; and
- federal and state laws that prohibit discrimination and laws regulating the design and operation of, and access to, facilities, such as the Americans With Disabilities Act of 1990.

In the event that legislation having a negative impact on our business is adopted, it could have a material adverse impact on our results of operations and financial condition. For example, substantial increases in the minimum wage or state or Federal unemployment taxes could adversely affect our financial condition and results of operations. Local zoning or building codes or regulations could cause substantial delays in our ability to build and open new restaurants. Any failure to obtain and maintain required licenses, permits and approvals could also adversely affect our results of operations and financial condition.

***Federal, state and local environmental regulations relating to the use, storage, discharge, emission and disposal of hazardous materials could expose us to liabilities which could have a material adverse effect on our results of operations and financial condition.***

We are subject to a variety of federal, state and local environmental regulations relating to the use, storage, discharge, emission and disposal of hazardous substances or other regulated materials, release of pollutants into the air, soil and water, and the remediation of contaminated sites.

Failure to comply with environmental laws could result in the imposition of fines or penalties, restrictions on operations by governmental agencies or courts of law, as well as investigatory or remedial liabilities and claims for alleged personal injury or damages to property or natural resources. Some environmental laws impose strict, and under some circumstances joint and several, liability for costs of investigation and remediation of contaminated sites

on current and prior owners or operators of the sites, as well as those entities that send regulated materials to the sites. We cannot assure you that we have been or will be at all times in complete compliance with such laws, regulations and permits. Therefore, our costs of complying with current and future environmental, health and safety laws could have a material adverse effect on our results of operations and financial condition.

***We are subject to all of the risks associated with leasing property subject to long-term, non-cancelable leases.***

The leases for our restaurant locations (except for certain acquired restaurants which have an underlying lease term of less than 20 years) generally have initial terms of 20 years, and typically provide for renewal options in five year increments as well as for rent escalations. Generally, our leases are “net” leases, which require us to pay all of the costs of insurance, taxes, maintenance and utilities. Additional sites that we lease are likely to be subject to similar long-term, non-cancelable leases. We generally cannot cancel our leases. If an existing or future restaurant is not profitable, and we decide to close it, we may nonetheless be obligated to perform our monetary obligations under the applicable lease including, among other things, paying all amounts due for the balance of the lease term. In addition, as each of our leases expire, we may fail to negotiate renewals, either on commercially acceptable terms or any terms at all, which could cause us to close restaurants in desirable locations.

***An increase in food costs could have a material adverse effect on our results of operations and financial condition.***

Our profitability and operating margins are dependent in part on our ability to anticipate and react to changes in food costs. Changes in the price or availability of certain food products, including as a result of the COVID-19 pandemic, could affect our ability to offer broad menu and price offerings to guests and could materially adversely affect our profitability and reputation. The type, variety, quality, source and price of beef, chicken, produce and cheese can be subject to change due to factors beyond our control, including weather, governmental regulation, availability and seasonality, each of which may affect our food costs or cause a disruption in our supply. Our food distributors or suppliers may also be affected by higher costs to produce and transport commodities used in our restaurants, higher minimum wage and benefit costs and other expenses that they pass through to their customers, which could result in higher costs for goods and services supplied to us. Although RSI is able to contract for certain food commodities for periods up to one year, the pricing and availability of some commodities used in our operations are not locked in for periods of longer than one week or at all. We do not currently use financial instruments to hedge our risk of market fluctuations in the price of beef, produce and other food products. We may not be able to anticipate and react to changing food costs through menu price adjustments in the future, which could negatively impact our results of operations and financial condition.

***Security breaches of confidential credit card, consumer, employee and other material information as well as other threats to our technical systems may have a material adverse effect on our results of operations and financial condition.***

Approximately half of our restaurant sales are by credit or debit cards. Other restaurants and retailers have experienced security breaches in which confidential or material information has been compromised. The Company devotes significant resources to data encryption, network security and other measures to protect its systems and data, but these security measures cannot provide absolute security. We may become subject to lawsuits, fines or other proceedings for purportedly fraudulent transactions arising out of the actual or alleged theft of our guests’ credit or debit card or any other material information. Any such claim or proceeding, or any adverse publicity resulting from these allegations, may have a material adverse effect on our results of operations and financial condition.

***The Company’s results of operations, financial condition and reputation may be impacted by information technology system failures or network disruptions.***

We rely on information systems across our operations for point-of-sale processing in our restaurants, collection of cash, procurement and payment to suppliers, payment of payroll, financial reporting and other processes and procedures. Our ability to efficiently manage our business depends significantly on the reliability and capacity of these systems. The Company may be subject to information technology system failures and network disruptions caused by natural disasters, accidents, pandemics, power disruptions, telecommunications failures, acts of terrorism or war, computer viruses, physical or electronic break-ins, ransomware or other events or disruptions.

System redundancy may be ineffective or inadequate, and the Company's disaster recovery planning may not be sufficient for all eventualities which may have a material adverse effect on our results of operations and financial condition. While the Company maintains dedicated insurance coverage that, subject to policy terms and conditions and subject to a deductible, is designed to address certain aspects of cyber risks, such insurance coverage may be insufficient to cover all losses or all types of claims that may arise in the continually evolving area of cyber risk.

***Carrols Corporation is currently a guarantor under 17 restaurant property leases from the time when Fiesta Restaurant Group, Inc. ("Fiesta") was its subsidiary and any default under such property leases by Fiesta may result in substantial liabilities to us.***

Fiesta, a former wholly-owned subsidiary of the Company, was spun-off in 2012 to the Company's stockholders. Carrols Corporation currently is a guarantor under 17 Fiesta restaurant property leases, of which all except for one is still operating as of January 2, 2022. Eight of these guarantees are for leases with Pollo Operations, Inc, a wholly owned subsidiary of Fiesta, and nine of these guarantees are for leases with Texas Taco Cabana, L.P., an indirect subsidiary of Taco Cabana, Inc. (together with all direct and indirect subsidiaries, "Taco"). Taco was a wholly owned subsidiary of Fiesta until August 17, 2021 when Fiesta sold all of its outstanding capital stock of Taco Cabana, Inc. to YTC Enterprises, LLC, an affiliate of Yadav Enterprises, Inc. The Separation and Distribution Agreement entered into in connection with the spin-off among Carrols, Fiesta and us provides that the parties will cooperate and use their commercially reasonable efforts to obtain the release of such guarantees. Unless and until any such guarantees are released, Fiesta agrees to indemnify Carrols Corporation for any losses or liabilities or expenses that it may incur arising from or in connection with any such lease guarantees.

## **Risks Related to Our Common Stock**

***The market price of our common stock may be highly volatile or may decline regardless of our operating performance.***

The trading price of our common stock may fluctuate substantially. The price of our common stock that will prevail in the market may be higher or lower than the price when you acquired our stock, depending on many factors, some of which are beyond our control. Broad market and industry factors may adversely affect the market price of our common stock, regardless of our actual operating performance. The fluctuations could cause a loss of all or part of an investment in our common stock. Factors that could cause fluctuation in the trading price of our common stock may include, but are not limited to the following:

- price and volume fluctuations in the overall stock market from time to time;
- significant volatility in the market price and trading volume of companies generally or restaurant companies specifically;
- actual or anticipated variations in the earnings or operating results of our company or our competitors;
- actual or anticipated changes in financial estimates by us or by any securities analysts who might cover our stock or the stock of other companies in our industry;
- market conditions or trends in our industry and the economy as a whole;
- announcements by us or our competitors of significant acquisitions, strategic partnerships or divestitures and our ability to complete any such transaction;
- announcements of investigations or regulatory scrutiny of our operations or lawsuits filed against us;
- capital commitments;
- changes in accounting principles;
- additions or departures of key personnel;
- sales of our common stock, including sales of large blocks of our common stock or sales by our directors and officers; and
- events that affect BKC, PLK or any of our significant suppliers discussed above.

In addition, if the market for restaurant company stocks or the stock market in general experiences loss of investor confidence, the trading price of our common stock could decline for reasons unrelated to our business,

results of operations or financial condition. The trading price of our common stock might also decline in reaction to events that affect other companies in our industry or related industries even if these events do not directly affect us.

In the past, following periods of volatility in the market price of a company's securities, class action securities litigation has often been brought against that company. Due to the potential volatility of our stock price, we may be the target of securities litigation in the future. Securities litigation could result in substantial costs and divert management's attention and resources from our business, and could also require us to make substantial payments to satisfy judgments or to settle litigation.

***The concentrated ownership of our capital stock by insiders may limit our stockholders' ability to influence corporate matters.***

At January 2, 2022, our executive officers, directors, BKC and Blue Holdco 1, LLC (collectively, the "BKC Stockholders"), and Cambridge together beneficially owned approximately 45.6% of our common stock, giving effect to the conversion of the Series B Convertible Preferred Stock issued to the BKC Stockholders. As a result, our executive officers, directors, affiliates of the BKC Stockholders and Cambridge, if they act as a group, will be able to significantly influence matters that require approval by our stockholders, including the election of directors and approval of significant corporate transactions such as mergers and acquisitions. The BKC Stockholders and Cambridge each has two representatives on our Board of Directors, which has the authority to make decisions affecting our company and its capital structure, including the issuance of additional debt and the declaration of dividends. Each of the BKC Stockholders and Cambridge may have interests that differ from those of other stockholders and may vote in a way with which other stockholders disagree and which may be adverse to their interests. Corporate action might be taken even if other stockholders oppose them. This concentration of ownership might also have the effect of delaying or preventing a change of control of the Company that other stockholders may view as beneficial, which could deprive our stockholders of an opportunity to receive a premium for their common stock as part of a sale of our company and might ultimately depress the market price of our common stock.

***We currently do not expect to pay any cash dividends for the foreseeable future, and our Senior Credit Facilities limit our ability to pay dividends to our stockholders.***

Although a special cash dividend was declared and paid in 2021, we currently do not expect to pay any cash dividends to holders of our common stock in the foreseeable future. The absence of a dividend on our common stock may increase the volatility of the market price of our common stock or make it more likely that the market price of our common stock will decrease in the event of adverse economic conditions or adverse developments affecting our company. Additionally, our Senior Credit Facilities and the indenture governing our \$300.0 million of 5.875% Senior Notes due 2029 (the "Notes") limit, and the debt instruments that we may enter into in the future may limit, our ability to pay dividends to our stockholders.

***If securities analysts do not publish research or reports about our business or if they downgrade our stock, the price of our stock could decline.***

The trading market for our common stock will rely in part on the research and reports that industry or financial analysts publish about us or our business. We cannot assure you that these analysts will publish research or reports about us or that any analysts that do so will not discontinue publishing research or reports about us in the future. If one or more analysts who cover us downgrade our stock, our stock price could decline rapidly. If analysts do not publish reports about us or if one or more analysts cease coverage of our stock, we could lose visibility in the market, which in turn could cause our stock price to decline.

***Provisions in our restated certificate of incorporation and amended and restated bylaws, as amended, or Delaware law might discourage, delay or prevent a change of control of our company or changes in our management and, therefore, depress the trading price of our common stock.***

Delaware corporate law and our restated certificate of incorporation and amended and restated bylaws, as amended, contain provisions that could discourage, delay or prevent a change in control of our company or changes in our management that the stockholders of our company may deem advantageous. These provisions:

- require that special meetings of our stockholders be called only by our Board of Directors or certain of our officers, thus prohibiting our stockholders from calling special meetings;

- deny holders of our common stock cumulative voting rights in the election of directors, meaning that stockholders owning a majority of our outstanding shares of common stock will be able to elect all of our directors;
- authorize the issuance of “blank check” preferred stock that our board could issue to dilute the voting and economic rights of our common stock and to discourage a takeover attempt;
- provide that approval of our Board of Directors or a supermajority of stockholders is necessary to make, alter or repeal our amended and restated bylaws and that approval of a supermajority of stockholders is necessary to amend, alter or change certain provisions of our restated certificate of incorporation;
- establish advance notice requirements for stockholder nominations for election to our board or for proposing matters that can be acted upon by stockholders at stockholder meetings;
- divide our board into three classes of directors, with each class serving a staggered 3-year term, which generally increases the difficulty of replacing a majority of the directors;
- provide that directors only may be removed for cause by a supermajority of our stockholders; and
- require that any action required or permitted to be taken by our stockholders must be effected at a duly called annual or special meeting of stockholders and may not be effected by any consent in writing.

## **Risks Related to Our Indebtedness**

### ***Our substantial indebtedness could have a material adverse effect on our financial condition.***

As of January 2, 2022 we had \$478.2 million of total indebtedness outstanding consisting of \$300.0 million of Notes, \$171.9 million term loan B borrowings under our Senior Credit Facilities and \$6.3 million of finance lease liabilities. As of January 2, 2022 we had \$206.0 million of revolving borrowing availability under our Senior Credit Facilities (after reserving \$9.0 million for letters of credit issued under the Senior Credit Facilities, which included amounts for anticipated claims from our renewals of workers' compensation and other insurance policies).

As a result of our substantial indebtedness, a significant portion of our operating cash flow will be required to make payments of interest and principal on our outstanding indebtedness, and we may not generate sufficient cash flow from operations, or have future borrowings available under our Senior Credit Facilities, to enable us to repay our indebtedness, including the outstanding term loan B borrowings and the Notes, or to fund other liquidity needs.

Our substantial indebtedness could have important consequences to our stockholders. For example, it could:

- make it more difficult for us to satisfy our obligations with respect to the Senior Credit Facilities, the Notes and our other debt;
- increase our vulnerability to general adverse economic and industry conditions;
- require us to dedicate a substantial portion of our cash flow from operations to payments on our indebtedness and related interest, including indebtedness we may incur in the future, thereby reducing the availability of our cash flow to fund working capital, capital expenditures and other general corporate purposes;
- restrict our ability to acquire additional restaurants;
- limit our flexibility in planning for, or reacting to, changes in our business and the industry in which we operate;
- increase our cost of borrowing;
- place us at a competitive disadvantage compared to our competitors that may have less debt; and
- limit our ability to obtain additional financing for working capital, capital expenditures, acquisitions, debt service requirements or general corporate purposes.

We expect to use cash flow from operations, our cash balances and revolving credit borrowings under our Senior Credit Facilities to meet our current and future financial obligations, including funding our operations, debt service, possible future acquisitions and capital expenditures (including restaurant remodeling and new restaurant development). Our ability to make these payments depends on our future performance, which will be affected by financial, business, economic and other factors, many of which we cannot control. Our business may not generate sufficient cash flow from operations in the future, which could result in our being unable to repay indebtedness, or

to fund other liquidity needs. If we do not have sufficient liquidity, we may be forced to reduce or delay capital expenditures and restaurant acquisitions, sell assets, obtain additional debt or equity capital or restructure or refinance all or a portion of our debt, including our Senior Credit Facilities, and the Notes, on or before maturity. We cannot make any assurances that we will be able to accomplish any of these alternatives on terms acceptable to us, or at all. In addition, the terms of existing or future indebtedness, including the agreements for our Senior Credit Facilities, and the indenture governing the Notes, may limit our ability to pursue any of these alternatives.

***Despite current indebtedness levels and restrictive covenants, we may still be able to incur more debt or make certain restricted payments, which could further exacerbate the risks described above.***

We and our subsidiaries may be able to incur additional debt in the future, including debt that may be secured on a first or second lien basis. Although our Senior Credit Facilities contain restrictions on our ability to incur indebtedness, those restrictions are subject to a number of exceptions. In addition, if we are able to designate some of our restricted subsidiaries under the indenture governing the Notes as unrestricted subsidiaries, these unrestricted subsidiaries would be permitted to borrow beyond the limitations specified in the indenture governing the Notes and engage in other activities in which restricted subsidiaries may not engage. We could also consider investments in joint ventures or acquisitions, which may increase our indebtedness. Moreover, although our Senior Credit Facilities and the indenture governing our Notes contain restrictions on our ability to make restricted payments, including the declaration and payment of dividends, we are able to make such restricted payments under certain circumstances. Adding new debt to current debt levels or making restricted payments could intensify the related risks that we and our subsidiaries now face.

***The agreements governing our debt restrict our ability to engage in some business and financial transactions and contain certain other restrictive terms.***

Our debt agreements, such as our Senior Credit Facilities and the indenture governing the Notes restrict our ability in certain circumstances to, among other things:

- incur additional debt;
- pay dividends and make other distributions on, redeem or repurchase, capital stock;
- make investments or other restricted payments;
- enter into transactions with affiliates;
- engage in sale and leaseback transactions;
- sell all, or substantially all, of our assets;
- create liens on assets to secure debt; or
- effect a consolidation or merger.

These covenants limit our operational flexibility and could prevent us from taking advantage of business opportunities as they arise, growing our business or competing effectively. In addition, our Senior Credit Facilities require us to meet a First Lien Leverage Ratio (as defined in the Senior Credit Facilities) if revolving credit borrowings exceed 35% of our aggregate borrowing capacity (as defined in the First Amendment to the Senior Credit Facilities). Our ability to meet this financial ratio and other tests can be affected by events beyond our control, and we cannot assure you that we will meet these tests. As there were no borrowings under the Revolving Credit Facility at January 2, 2022, no First Lien Leverage Ratio calculation was required. However, if the Company had been subject to the First Lien Leverage Ratio, the Company's First Lien Leverage Ratio was 1.67 to 1.00 as of January 2, 2022 which was below the required First Lien Leverage Ratio of 5.75 to 1.00.

A breach of any of these covenants or other provisions in our debt agreements could result in an event of default, which if not cured or waived, could result in such debt becoming immediately due and payable. This, in turn, could cause our other debt to become due and payable as a result of cross-acceleration provisions contained in the agreements governing such other debt. In the event that some or all of our debt is accelerated and becomes immediately due and payable, we may not have the funds to repay, or the ability to refinance, such debt.

***We may not have the funds necessary to satisfy all of our obligations under our Senior Credit Facilities, the Notes or other indebtedness in connection with certain change of control events.***

Our Senior Credit Facilities provide that certain change of control events constitute an event of default. Such an event of default entitles the lenders thereunder to, among other things, cause all outstanding debt obligations under the Senior Credit Facilities to become due and payable and to proceed against the collateral securing such Senior Credit Facilities. Any event of default or acceleration of the Senior Credit Facilities will likely also cause a default under the terms of our other indebtedness.

In addition, upon the occurrence of specific kinds of change of control events, the indenture governing the Notes will require us to make an offer to repurchase all Notes that are then outstanding at 101% of the principal amount thereof, plus accrued and unpaid interest (and additional interest, if any) to the date of repurchase. However, it is possible that we will not have sufficient funds, or the ability to raise sufficient funds, at the time of the change of control to make the required repurchase of the Notes. In addition, restrictions under our Senior Credit Facilities may not allow us to repurchase the Notes upon a change of control. If we cannot refinance such debt or otherwise obtain a waiver from the holders of such debt, we will be prohibited from repurchasing the Notes, which will constitute an event of default under the indenture governing the Notes. Certain important corporate events, such as leveraged recapitalizations that would increase the level of our indebtedness, will not constitute a “Change of Control” under the indenture governing the Notes.

#### **ITEM 1B. UNRESOLVED STAFF COMMENTS**

None.

#### **ITEM 2. PROPERTIES**

As of January 2, 2022, we owned nine and leased 1,082 restaurant properties including 29 co-branded locations. In addition, we owned five and leased 17 non-operating properties as of January 2, 2022, not including three properties under construction that are expected to open as new restaurants in 2022.

We typically enter into leases (including renewal options) ranging from 20 to 40 years. The average remaining term for all leases, including options, was approximately 25.8 years at January 2, 2022. Generally, we have been able to renew leases, upon or prior to their expiration, at the prevailing market rates, although there can be no assurance that this will continue to occur.

Most of our Burger King restaurant leases are coterminous with the related franchise agreements. We believe that we generally will be able to renew at commercially reasonable rates the leases whose terms expire prior to the expiration of that location's Burger King franchise agreement, although there can be no assurance that this will occur.

Most leases require us to pay utility and water charges and real estate taxes. Certain leases also require contingent rentals based upon a percentage of gross sales of the particular restaurant that exceed specified minimums. In some of our shopping center locations, we are also required to pay certain other charges such as a pro rata share of the shopping center's common area maintenance costs, insurance and security costs.

In addition to the restaurant locations set forth under Item 1. “Business-Restaurant Locations”, we own a building with approximately 25,300 square feet at 968 James Street, Syracuse, New York, which houses our executive offices, most of our administrative operations for our Burger King restaurants and one of our regional support offices. We also lease eight small regional offices that support the management of our Burger King restaurants, two offices in Tennessee acquired in the Cambridge Acquisition, and two smaller administrative offices in Syracuse, NY that support administrative operations.

### **ITEM 3. LEGAL PROCEEDINGS**

*Litigation.* We are involved in various litigation matters and claims that arise in the ordinary course of business. Based on our currently available information, we do not believe that the ultimate resolution of any of these matters will have a material adverse effect on our consolidated financial statements.

### **ITEM 4. MINE SAFETY DISCLOSURES**

None.

## **PART II**

### **ITEM 5. MARKET FOR THE REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES**

Our common stock is traded on The NASDAQ Global Market under the symbol "TAST". On March 2, 2022, there were 54,564,994 shares of our common stock outstanding held by 484 holders of record. The number of record holders was determined from the records of our transfer agent and does not include beneficial owners of our common stock whose shares are held in the names of various securities brokers, dealers and registered clearing agencies.

Effective August 12, 2021, the Board declared a special cash dividend amounting to \$0.41 per share on all issued and outstanding shares of common stock, including common stock issuable on the conversion of our Series B Convertible Preferred Stock. The special cash dividend of \$24.9 million was paid on October 5, 2021 to stockholders of record as of the close of business on August 25, 2021. We did not pay any cash dividends during fiscal year 2020.

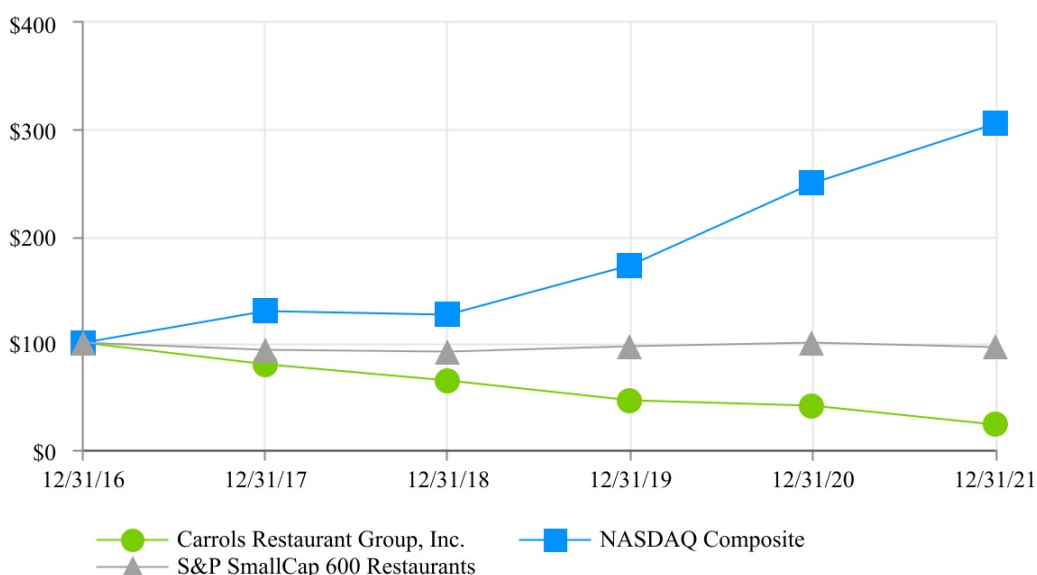
We currently do not expect to pay any cash dividends on our common stock in the foreseeable future. We are a holding company and conduct all of our operations through our direct and indirect subsidiaries. As a result, for us to pay dividends, we need to rely on dividends or distributions to us from our direct and indirect subsidiaries. Our Senior Credit Facilities and the indenture governing the Notes limit, and debt instruments that we and our subsidiaries may enter into in the future may limit, our ability to pay dividends to our stockholders.

#### ***Stock Performance Graph***

The following graph compares from December 31, 2016 the cumulative total stockholder return on our common stock relative to the cumulative total returns of The NASDAQ Composite Index and a peer group, the S&P SmallCap 600 Restaurants Index. We have elected to use the S&P SmallCap 600 Restaurant Index in compiling our stock performance graph because we believe the S&P SmallCap 600 Restaurant Index represents a comparison to competitors with similar market capitalization as us. The graph assumes an investment of \$100 in our common stock and each index on December 31, 2016.

## COMPARISON OF 5 YEAR CUMULATIVE TOTAL RETURN\*

**Among Carrols Restaurant Group, Inc., the NASDAQ  
Composite Index, and S&P SmallCap 600 Restaurants**



\* \$100 invested on 12/31/2016 in stock or index, including reinvestment of dividends.

	12/31/2016	12/31/2017	12/31/2018	12/31/2019	12/31/2020	12/31/2021
Carrols Restaurant Group, Inc.	\$ 100.00	\$ 79.67	\$ 64.52	\$ 46.23	\$ 41.18	\$ 23.56
NASDAQ Composite	\$ 100.00	\$ 129.64	\$ 125.96	\$ 172.17	\$ 249.51	\$ 304.85
S&P SmallCap 600 Restaurants	\$ 100.00	\$ 92.96	\$ 91.35	\$ 96.53	\$ 99.67	\$ 95.50

### ***Purchases of Equity Securities by the Issuer***

On August 2, 2019, the Company's Board of Directors approved a stock repurchase plan (the "Repurchase Program") under which the Company may purchase up to \$25 million of its outstanding common stock. On August 10, 2021, the Company's Board of Directors approved an extension of the Company's Repurchase Program with approximately \$11.0 million of its original \$25 million in capacity remaining. The authorization will expire on August 2, 2023, unless terminated earlier by the Board of Directors. Purchases under the Repurchase Program may be made from time to time in open market transactions at prevailing market prices or in privately negotiated transactions (including, without limitation, the use of Rule 10b5-1 plans) in compliance with applicable federal securities laws, including Rule 10b-18 under the Securities Exchange Act of 1934, as amended. The Company has no obligation to repurchase stock under the Repurchase Program, and the timing, actual number and value of shares purchased will depend on the Company's stock price, trading volume, general market and economic conditions, and other factors.

### **ITEM 6. [RESERVED]**

## ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Our fiscal years consist of 52 or 53 weeks ending on the Sunday closest to December 31. The fiscal year ended January 2, 2022 contained 52 weeks and the fiscal year ended January 3, 2021 contained 53 weeks.

### Introduction

We are a holding company and conduct all of our operations through our direct and indirect wholly-owned subsidiaries Carrols Corporation and New CFH, LLC and their wholly-owned subsidiaries, and have no assets other than the shares of capital stock of Carrols Holdco, Inc. and New CFH, LLC, our direct wholly-owned subsidiaries. The following "Management's Discussion and Analysis of Financial Condition and Results of Operations" ("MD&A") is written to help the reader understand our company. The MD&A is provided as a supplement to, and should be read in conjunction with, our Consolidated Financial Statements appearing elsewhere in this Annual Report on Form 10-K. The overview provides our perspective on the individual sections of MD&A, which include the following:

*Company Overview*—a general description of our business and our key financial measures.

*Recent and Future Events Affecting Our Results of Operations*—a description of recent events that affect, and future events that may affect, our results of operations.

*Results of Operations*—an analysis of our consolidated results of operations for the years ended January 2, 2022, and January 3, 2021, including a review of the material items and known trends and uncertainties. See Item 7 of our 2020 Annual Report on Form 10-K for an analysis of our consolidated results of operations for the years ended January 3, 2021 and December 29, 2019.

*Liquidity and Capital Resources*—an analysis of our cash flows, including capital expenditures, changes in capital resources and known trends that may impact liquidity.

*Application of Critical Accounting Policies*—an overview of accounting policies requiring critical judgments and estimates.

*New accounting pronouncements*—a discussion of new accounting pronouncements, dates of implementation, and the impact on our consolidated financial position or results of operations, if any.

### Company Overview

Carrols Restaurant Group, Inc. and its consolidated subsidiaries (collectively, "Carrols Restaurant Group", the "Company", "we", "our" or "us") is one of the largest restaurant companies in the United States and has been operating restaurants for more than 60 years. We are the largest Burger King franchisee in the United States, based on number of restaurants, and have operated Burger King restaurants since 1976. As of January 2, 2022 we operated, as a franchisee, a total of 1,091 restaurants in 23 states under the trade names of Burger King and Popeyes. This included 1,026 Burger King restaurants in 23 Northeastern, Midwestern, Southcentral and Southeastern states and 65 Popeyes restaurants in seven Southeastern states.

During the year ended January 2, 2022, we acquired 19 Burger King restaurants in two separate transactions, which we refer to as the "2021 acquired restaurants". During the year ended December 29, 2019 we acquired 179 Burger King restaurants and 55 Popeyes restaurants in three separate transactions which we refer to as the "2019 acquired restaurants".

Any reference to "BKC" refers to Burger King Corporation and its indirect parent company, Restaurant Brands International Inc. ("RBI"). Any reference to "PLK" refers to Popeyes Louisiana Kitchen, Inc. and its indirect parent company, RBI.

The following is an overview of the key financial measures discussed in our results of operations:

- *Restaurant sales* consists of food and beverage sales at our restaurants, net of sales discounts and refunds and excluding sales tax. Restaurant sales are influenced by changes in comparable restaurant sales, menu price increases, new restaurant development, acquisitions of restaurants, franchisor promotions and closures of restaurants. Comparable restaurant sales reflect the change in year-over-year sales for a comparable restaurant base. Restaurants we acquire are included in comparable restaurant sales after they have been

owned for 12 months and newly developed restaurants are included in comparable restaurant sales after they have been open for 15 months. Restaurants are excluded from comparable restaurant sales during extended periods of closure, which primarily occur due to restaurant remodeling activity. For comparative purposes, where applicable, the calculation of the changes in comparable restaurant sales is based either on a 53-week or 52-week year and compares against the respective 52-week prior period.

- *Other revenue* consists of fuel sales, food sales and sales of other convenience merchandise and services from the six convenience stores acquired as part of the Cambridge Acquisition (as defined in this MD&A). The six convenience stores were closed in the fourth quarter of 2019.
- *Food, beverage and packaging costs* consists of food, beverage and packaging costs and delivery commissions, less purchase discounts and vendor rebates. Food, beverage and packaging costs are generally influenced by changes in commodity costs, the mix of items sold, the level of promotional discounting, the effectiveness of our restaurant-level controls to manage food and paper costs and the relative contribution of delivery sales. In 2019, food, beverage and packaging costs also included fuel costs for the six convenience stores acquired as part of the Cambridge Acquisition, which contributed lower margins relative to our food, beverage and packaging costs.
- *Restaurant wages and related expenses* include all restaurant management and hourly productive labor costs and related benefits, employer payroll taxes and restaurant-level bonuses. Payroll and related benefits are subject to inflation, including minimum wage increases as well as competitive wage increase required to adequately staff our restaurants and increased costs for health insurance, workers' compensation insurance and federal and state unemployment insurance.
- *Restaurant rent expense* includes straight-lined lease costs and variable rent on our restaurant leases characterized as operating leases.
- *Other restaurant operating expenses* include all other restaurant-level operating costs, the major components of which are royalty expenses paid to BKC and PLK, utilities, repairs and maintenance, operating supplies, real estate taxes and credit card fees.
- *Advertising expense* includes advertising payments to BKC and PLK based on a percentage of sales as required under our franchise and operating agreements and additional local marketing and promotional expenses.
- *General and administrative expenses* are comprised primarily of salaries and expenses associated with corporate and administrative functions that support the development and operations of our restaurants, legal, auditing and other professional fees, acquisition costs and stock-based compensation expense.
- *EBITDA, Adjusted EBITDA, Adjusted Restaurant-Level EBITDA and Adjusted Net Income (Loss)* are non-GAAP financial measures. EBITDA represents net income (loss) before income taxes, interest expense and depreciation and amortization. Adjusted EBITDA represents EBITDA adjusted to exclude impairment and other lease charges, acquisition and integration costs, stock-based compensation expense, certain abandoned development costs, pre-opening costs, non-recurring litigation and other professional expenses, loss on extinguishment of debt and other income or expense. Adjusted Restaurant-Level EBITDA represents income (loss) from operations as adjusted to exclude general and administrative expenses, depreciation and amortization, impairment and other lease charges, pre-opening costs and other income and expense. Adjusted Net Income (Loss) represents net income (loss) as adjusted, net of tax, to exclude impairment and other lease charges, acquisition costs, certain abandoned development costs, restaurant pre-opening costs, non-recurring litigation and other professional expenses, other income and expense, loss on extinguishment of debt and the valuation allowance charge on our deferred tax assets.
- We are presenting Adjusted EBITDA, Adjusted Restaurant-Level EBITDA and Adjusted Net Income (loss) because we believe that they provide a more meaningful comparison than EBITDA and net income (loss) of our core business operating results, as well as with those of other similar companies. Additionally, we present Adjusted Restaurant-Level EBITDA because it excludes restaurant pre-opening costs, other income and expense, and the impact of general and administrative expenses, such as salaries and expenses associated with corporate and administrative functions that support the development and operations of our restaurants, legal, auditing and other professional fees. Although these costs are not directly related to

restaurant-level operations, these costs are necessary for the profitability of our restaurants. Management believes that Adjusted EBITDA, Adjusted Restaurant-Level EBITDA, and Adjusted Net Income (Loss), when viewed with our results of operations in accordance with U.S. GAAP and the accompanying reconciliations on page 49, provide useful information about operating performance and period-over-period growth, and provide additional information that is useful for evaluating the operating performance of our core business without regard to potential distortions. Additionally, management believes that Adjusted EBITDA and Adjusted Restaurant-Level EBITDA permit investors to gain an understanding of the factors and trends affecting our ongoing cash earnings, from which capital investments are made and debt is serviced.

However, EBITDA, Adjusted EBITDA, Adjusted Restaurant-Level EBITDA and Adjusted Net Income (Loss) are not measures of financial performance or liquidity under U.S. GAAP and, accordingly, should not be considered as alternatives to net income, income from operations or cash flow from operating activities as indicators of operating performance or liquidity. Also, these measures may not be comparable to similarly titled captions of other companies. For the reconciliation between Net Income (Loss) to EBITDA, Adjusted EBITDA and Adjusted Net Income (Loss) and the reconciliation of income from operations to Adjusted Restaurant-Level EBITDA, see page 49.

EBITDA, Adjusted EBITDA, Adjusted Restaurant-Level EBITDA and Adjusted Net Income (Loss) have important limitations as analytical tools. These limitations include the following:

- EBITDA, Adjusted EBITDA and Adjusted Restaurant-Level EBITDA do not reflect our capital expenditures, future requirements for capital expenditures or contractual commitments to purchase capital equipment;
- EBITDA, Adjusted EBITDA and Adjusted Restaurant-Level EBITDA do not reflect the interest expense or the cash requirements necessary to service principal or interest payments on our debt;
- Although depreciation and amortization are non-cash charges, the assets that we currently depreciate and amortize will likely have to be replaced in the future, and EBITDA, Adjusted EBITDA and Adjusted Restaurant-Level EBITDA do not reflect the cash required to fund such replacements; and
- EBITDA, Adjusted EBITDA, Adjusted Restaurant-Level EBITDA and Adjusted Net Income (Loss) do not reflect the effect of earnings or charges resulting from matters that our management does not consider to be indicative of our ongoing operations. However, some of these charges (such as impairment and other lease charges, acquisition costs and litigation costs) have recurred and may reoccur.
- *Depreciation and amortization* primarily includes the depreciation of fixed assets, including equipment, owned buildings and leasehold improvements utilized in our restaurants, the amortization of franchise rights from our acquisitions of restaurants and the amortization of franchise fees paid to BKC and PLK.
- *Impairment and other lease charges* are determined through our assessment of the recoverability of property and equipment and intangible assets by determining whether the carrying value of these assets can be recovered over their respective remaining lives through undiscounted future operating cash flows. A potential impairment charge is evaluated whenever events or changes in circumstances indicate that the carrying amounts of these assets may not be fully recoverable. Lease charges are recorded for our obligations under the related leases for closed locations net of estimated sublease recoveries.
- *Interest expense* consists of interest expense associated with the following: our Term B and Term B-1 Loans under our Senior Credit Facilities, our 5.875% Senior Notes Due 2029 (the "Notes"), our revolving credit borrowings under our Senior Credit Facilities, finance lease liabilities, amortization of deferred financing costs, amortization of original issue discount, payments required under our interest rate swap arrangement, and, through April 30, 2019, interest on the \$275.0 million of 8% Senior Secured Second Lien Notes due 2022 (the "8% Notes") and unamortized bond premium.

## Recent and Future Events Affecting our Results of Operations

### Restaurant Acquisitions

From the beginning of 2019 through January 2, 2022, we acquired 253 restaurants from other Burger King and Popeyes franchisees in the following transactions (\$ in thousands):

Closing Date	Number of Restaurants	Purchase Price	Number of Fee-Owned Restaurants	Market Location
<u>2019 Acquisitions:</u>				
April 30, 2019 (2)	220	\$ 259,083	14	Southeastern states, primarily TN, MS, LA
June 11, 2019	13	15,788	—	Baltimore, Maryland
August 20, 2019 (1)	1	1,108	—	Pennsylvania
	234	275,979	14	
<u>2021 Acquisitions:</u>				
June 17, 2021	14	27,603	12	Fort Wayne, Indiana
June 23, 2021	5	3,216	1	Battle Creek, Michigan
	19	30,819	13	
Total	253	\$ 306,798	27	

(1) Acquisitions resulting from the exercise of our right of first refusal on acquisitions in certain markets.

(2) The Cambridge Acquisition included 165 Burger King restaurants and 55 Popeyes restaurants.

The 2021 acquisitions included the purchase of 13 fee-owned restaurants, of which 12 were sold in sale-leaseback transactions during the year ended January 2, 2022 for net proceeds of approximately \$20.2 million.

The 2019 acquired restaurants included 14 fee-owned properties, of which six were subsequently sold in sale-leaseback transactions in 2019 for net proceeds of \$8.3 million and two were subsequently sold in sale leaseback transactions in 2020 for net proceeds of \$3.4 million.

The 2019 acquisitions include our April 30, 2019 merger with New CFH, LLC, a former subsidiary of Cambridge Franchise Holdings, LLC ("Cambridge") and acquisition of 165 Burger King restaurants, 55 Popeyes restaurants and six convenience stores (the "Cambridge Acquisition"). Cambridge received a total of approximately 14.8 million shares of our common stock after conversion of all preferred stock initially issued to Cambridge in the Cambridge Acquisition.

The unaudited pro forma impact on the results of operations for the 2021 acquisitions is included below. The unaudited results of operations are not necessarily indicative of the results that would have occurred had the acquisitions been consummated at the beginning of the periods presented, nor are they necessarily indicative of any future consolidated operating results. This pro forma financial information does not give effect to any anticipated synergies, operating efficiencies or cost savings or any transaction costs related to the 2021 acquired restaurants. The following table summarizes certain pro forma financial information related to our operating results for the year ended January 2, 2022 (in thousands):

	<b>Year Ended January 2, 2022</b>
Restaurant sales	\$ 1,663,860
Loss from operations	(9,215)
Pro Forma Adjusted EBITDA	82,983

### ***Area Development and Remodeling Agreement***

The Company, Carrols Corporation, Carrols LLC, and BKC entered into an Area Development Agreement (the "ADA") which commenced on April 30, 2019 and was set to end on September 30, 2024 and which superseded the Operating Agreement dated as of May 30, 2012, as amended, between Carrols LLC and BKC. The ADA was amended and restated by all parties on January 4, 2021 (the "Amended ADA"). Pursuant to the ADA and for a cost of \$3.0 million, BKC had assigned to Carrols LLC the right of first refusal on the sale of franchisee-operated restaurants in 16 states and a limited number of counties in four additional states ("ADA ROFR"). The ADA ROFR was terminated in connection with the Amended ADA.

Under the Amended ADA, Carrols LLC has agreed to open, build and operate a total of 50 new Burger King restaurants, 80% of which must be in Kentucky, Tennessee and Indiana. This includes four Burger King restaurants by September 30, 2021, 10 additional Burger King restaurants by September 30, 2022, 12 additional Burger King restaurants by September 30, 2023, 12 additional Burger King restaurants by September 30, 2024 and 12 additional Burger King restaurants by September 30, 2025. There is a 90-day cure period to meet the required restaurant development each development year.

In addition, pursuant to the Amended ADA, BKC granted Carrols LLC franchise pre-approval to build new Burger King restaurants or acquire Burger King restaurants from Burger King franchisees with respect to 500 Burger King restaurants in the aggregate in (i) Kentucky, Tennessee and Indiana (excluding certain geographic areas in Indiana) and (ii) (a) 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) and (b) any other geographic locations that Carrols LLC enters after the commencement date of the Amended ADA pursuant to BKC procedures subject to certain limitations.

In connection with an acquisition of restaurants in 2019 we assumed a development agreement for Popeyes, which included an assignment by PLK of its right of first refusal under its franchise agreements with its franchisees for acquisitions in two southern states, as well as a development commitment to open, build and operate approximately 80 new Popeyes restaurants over six years. This development agreement with PLK was terminated on March 17, 2021, with certain covenants applicable to us surviving the termination. PLK reserved the right to charge us a \$0.6 million fee if the parties to the termination agreement are not able to come to a mutually agreeable solution with respect to such fee within a six-month period.

## ***Impact of the COVID-19 Pandemic***

In response to the impact that the COVID-19 pandemic has had on our business operations and the continuing uncertainty in the economy in general, we have taken steps to adapt our business and strengthen and preserve our liquidity, including the following:

- In March 2020, we closed the dining rooms in all our restaurants and modified operating hours in line with local ordinances and day-part sales trends. These closures were in effect through most of the second quarter of 2020, with each restaurant operating according to their respective local governmental guidelines as well as safety procedures developed by BKC and PLK. In 2020, we re-opened dining rooms as individual states and local governments have rolled back restrictions. By the end of the second quarter of 2021, most of our dining rooms had reopened. However, in most cases, guests have continued to rely on our drive-thru, carry-out and delivery service modes. During the fourth quarter of 2021, we saw take-out and dine-in representing approximately 14% of net sales as compared with 11% in the fourth quarter of 2020 and a pre-COVID 30% for all of 2019.
- We launched delivery services in March of 2020 at approximately 800 of our restaurants. Since then, we have added additional third-party delivery partners as well as expanded the number of restaurants where delivery service is offered as new locations were covered by our delivery partners. For the fourth quarter of 2021, delivery comprised approximately 5.2% of total restaurant sales. For all of 2021 and 2020 delivery was approximately 4.8% and 2.4% of net sales, respectively.
- We temporarily closed 46 restaurants in late March 2020 and early April 2020 that were geographically close to one of our other restaurants. These closures were in effect for most of the second quarter of 2020. By the end of 2020, we had reopened all of these restaurants with the exception of two Burger King restaurants we permanently closed in the third quarter of 2020.
- We remain committed to active management of our expenditures and for the second quarter of 2020 limited spending mainly to necessary restaurant maintenance issues. For the full year of 2020, we reduced operating capital expenditures from \$134.9 million in 2019 to \$56.9 million. Capital expenditures in 2021 were \$51.8 million.
- In the second quarter of 2020, we reduced regional and corporate overhead through reductions in travel and training as well as a 10% temporary reduction in all non-restaurant wages for the second quarter of 2020. This reduction in wages was restored as of July 1, 2020.
- As allowed under the Coronavirus Aid, Relief and Economic Security Act, as amended (the "CARES Act"), we deferred payment of the employer portion of Social Security taxes through the end of 2020. The amount of the cumulative deferral at the end of 2020 was approximately \$21.6 million, with 50% of the deferred amount due December 31, 2021 (which was subsequently deferred to January 3, 2022) and the remaining 50% due December 31, 2022 (which was subsequently deferred to January 3, 2023). As of January 2, 2022, \$21.2 million of this deferral remained to be repaid, of which \$10.4 million was recorded in accrued payroll, related taxes and benefits and \$10.8 million was recorded in other liabilities, long-term in the accompanying consolidated balance sheets.
- We negotiated with our landlords other than BKC to secure \$5.8 million in deferral or abatement of 2020 cash rent obligations, of which \$4.8 million was or is expected to be repaid over various periods which began in the third quarter of 2020. We had repaid \$4.6 million related to these deferrals by the end of 2021.
- During the second quarter of 2020, we extended payment terms with our key vendors and suppliers and utilized deferral opportunities with our utility vendors. These reverted to normal payment terms in July of 2020. During 2020 and 2021, we have experienced a number of minor and/or temporary supply chain issues which we continue to monitor as the communities we operate in reopen.
- In 2021, we have experienced inflationary cost pressures in labor and commodity costs given challenges in the overall labor force impacting our restaurants and our supply chains. The COVID-19 pandemic has increased the difficulty and cost of maintaining adequate staffing levels for us and our supply chain.

While significant uncertainty remains as to when or the manner in which the negative effects of the COVID-19 pandemic will change, including, but not limited to stock price volatility, commodity inflation, competitive wage pressures, lower customer traffic, governmental restrictions on restaurant businesses and the

unpredictable economic environment, we believe our business model and world-class brands are well positioned to serve value and convenience-seeking customers as the communities we operate in are reopening and customers are returning to pre-pandemic behaviors and activities. With our 60-year history of operating restaurants, we also believe that we are well positioned to navigate these challenges as illustrated by the fact that our comparable sales in 2021 outpaced the overall US BKC system by 440 basis points.

### ***Capital Expenditures***

We expect that our capital expenditures in 2022 will remain at levels similar to our capital expenditures in 2021 and 2020. We continue to review on an ongoing basis our future development and remodel plans in relation to our available capital resources, supply chain availability and our return on investment.

### ***Issuance of Notes and Amendments to our Senior Credit Facilities***

On April 30, 2019, we entered into a senior secured credit facility which provided for senior secured credit facilities in an aggregate principal amount of \$550.0 million (as amended, the “Senior Credit Facilities”), consisting of (i) a term loan B facility in an aggregate principal amount of \$425.0 million (the “Term Loan B Facility”), the entire amount of which was borrowed by us on April 30, 2019 and (ii) a revolving credit facility (including a sub-facility of \$35.0 million for standby letters of credit) in an aggregate principal amount of \$125.0 million (the “Revolving Credit Facility”). Prior to the entry into the amendments described below, borrowings under the Term Loan B Facility and the Revolving Credit Facility bore interest at a rate per annum, at our option, of (i) the Alternate Base Rate (such definition and all other definitions used herein and otherwise not defined herein shall have the meanings set forth in the Senior Credit Facilities) plus the applicable margin of 2.25% or (ii) the LIBOR Rate plus a margin of 3.25% (as defined in the Senior Credit Facilities). The Term Loan B Facility matures on April 30, 2026 and the Revolving Credit Facility originally matured on April 30, 2024.

On December 13, 2019, we entered into the First Amendment to our Senior Credit Facilities (the “First Amendment”) which amended a financial covenant under the Senior Credit Facilities applicable solely with respect to the Revolving Credit Facility that previously required the Company to maintain quarterly a Total Net Leverage Ratio of not greater than 4.75 to 1.00 (measured on a most recent four quarter basis), to now require that the Company maintain only a First Lien Leverage Ratio of not greater than 5.75 to 1.00 (as measured on a most recent four quarter basis) if, and only if, on the last day of any fiscal quarter (beginning with the fiscal quarter ended December 29, 2019), the sum of the aggregate principal amount of outstanding revolving credit borrowings under the Revolving Credit Facility and the aggregate face amount of letters of credit issued under the Revolving Credit Facility (excluding undrawn letters of credit in an aggregate face amount up to \$12.0 million) exceeds 35% of the aggregate amount of the maximum revolving credit borrowings under the Revolving Credit Facility. The First Amendment also reduced the aggregate maximum revolving credit borrowings under the Revolving Credit Facility by \$10.0 million to a total of \$115.0 million.

On March 25, 2020, we entered into the Second Amendment to our Senior Credit Facilities (the “Second Amendment”). The Second Amendment, among other things, (i) increased the aggregate maximum commitments available for revolving credit borrowings (including standby letters of credit) under the Revolving Credit Facility (the “Revolving Committed Amount”) by \$15.4 million to a total of \$130.4 million, (ii) amended the definition of Applicable Margin (such definition and all other definitions used herein and otherwise not defined herein shall be the meanings set forth in the Senior Credit Facilities), (iii) provided for a commitment fee (the “Ticking Fee”) beginning on the 180th day after the Second Amendment Effective Date and for so long as the Revolving Committed Amount remained greater than \$115.0 million, and (iv) provided that the Company shall use the proceeds of an Extension of Credit which results in the sum of the aggregate principal amount of outstanding Revolving Loans plus the aggregate amount of LOC Obligations equaling an amount in excess of \$115.0 million solely for ongoing operations of the Company and its subsidiaries and shall not be held as cash on the balance sheet. The terms outlined as (ii), (iii) and (iv) were modified in the Sixth Amendment described below.

On April 8, 2020, the Company entered into the Third Amendment to its Senior Credit Facilities which increased the aggregate maximum commitments available for revolving credit borrowings (including standby letters of credit) under the Revolving Credit Facility by \$15.4 million to a total of \$145.8 million.

On April 16, 2020, we entered into the Fourth Amendment to our Senior Credit Facilities (the "Fourth Amendment"). The Fourth Amendment permits us to incur and, if necessary, repay indebtedness incurred pursuant to the Paycheck Protection Program (the "PPP") under the CARES Act. Subsequent to the Fourth Amendment, we withdrew our application for relief under the PPP and returned the funds upon receipt.

On June 23, 2020 (the "Fifth Amendment Effective Date"), we entered into the Fifth Amendment to our Senior Credit Facilities (the "Fifth Amendment"). The Fifth Amendment increased the Term Loan (as defined in the Senior Credit Facilities) borrowings in the aggregate principal amount of \$75 million of Incremental Term B-1 Loans (as defined in the Senior Credit Facilities). The Incremental Term B-1 Loans constituted a new tranche of Term Loans ranking pari passu in right of payment and security with the Initial Term Loans (as defined in the Senior Credit Facilities) for all purposes under the Senior Credit Facilities. The Incremental Term B-1 Loans had the same terms as outstanding borrowings under the Company's existing Term Loan B facility pursuant to and in accordance with the Senior Credit Facilities, provided that (i) borrowings under the Incremental Term B-1 Loans bore interest at a rate per annum, at our option, of (a) the Alternate Base Rate (as defined in the Senior Credit Facilities) plus the applicable margin of 5.25% or (b) the LIBOR Rate (as defined in the Senior Credit Facilities) (which shall not be less than 1% for Incremental Term B-1 Loans) plus the applicable margin of 6.25% and (ii) certain prepayments of the Incremental Term B-1 Loans by us prior to the first anniversary of the Fifth Amendment Effective Date would be subject to a premium to the Administrative Agent (as defined in the Senior Credit Facilities), for the ratable amount of each applicable Term Loan Lender (as defined in the Senior Credit Facilities) holding Incremental Term B-1 Loans on the date of such prepayment equal to the Applicable Make-Whole Amount (as defined in the Senior Credit Facilities) with respect to the principal amount of the Incremental Term B-1 Loans so prepaid. The principal amount of the Incremental Term B-1 Loans amortized in an aggregate annual amount equal to 1% of the original principal amount of the Incremental Term B-1 Loans and were repayable in consecutive quarterly installments on the last day of our fiscal quarters beginning on the third fiscal quarter of 2020. The remaining outstanding principal amount of the Incremental Term B-1 Loan and all accrued but unpaid interest and other amounts payable with respect to the Incremental Term B-1 Loan would have been due on April 30, 2026, which was the Term Loan Maturity Date (as defined in the Senior Credit Facilities). The net proceeds of the Incremental Term B-1 Loans were \$71.3 million after original issue discount and were used for general corporate purposes, including repayment of the outstanding balance of the Revolving Credit Facility. The Term B-1 Loans were repaid in full on June 28, 2021.

On April 6, 2021, we entered into the Sixth Amendment to our Senior Credit Facilities (the "Sixth Amendment") which increased the aggregate maximum commitments available for revolving credit borrowings (including standby letters of credit) under our Revolving Credit Facility by \$29.2 million to a total of \$175.0 million. The Sixth Amendment also amended the definitions in the Senior Credit Facilities of (i) Applicable Margin, to provide that the Applicable Margin for borrowings under the Revolving Credit Facility (including Letter of Credit Fees) shall be at a rate per annum equal to 3.25% for LIBOR Rate Loans and 2.25% for Alternate Base Rate Loans, and (ii) Revolving Maturity Date, to provide that the Revolving Maturity Date is extended to January 29, 2026. In addition, the Sixth Amendment amended the Senior Credit Facilities to remove our obligation to (i) pay a Ticking Fee pursuant to the Ticking Fee Rate and (ii) use the proceeds of an Extension of Credit which results in the sum of the aggregate principal amount of outstanding Revolving Loans plus the aggregate amount of LOC Obligations equaling an amount in excess of \$115.0 million solely for our ongoing operations and not to hold as cash on the balance sheet.

On June 28, 2021, we entered into the Seventh Amendment to our Senior Credit Facilities (the "Seventh Amendment"). The Seventh Amendment revised (a) the initial amount for calculating the Available Amount (as defined in the Senior Credit Facilities) from \$27.0 million to \$50.0 million which is utilized, among other items, in determining the amount of Restricted Payments (as defined in the Senior Credit Facilities) and Permitted Investments (as defined in the Senior Credit Facilities), (b) the calculation of the Company's ability to incur an Incremental Term Loan (as defined in the Senior Credit Facilities) or an increase to the Revolving Committed Amount from \$135.0 million to \$180.0 million, and (c) the general basket for Restricted Payments, Permitted Investments and Restricted Junior Debt Payment (as defined in the Senior Credit Facilities) from an aggregate amount not to exceed the greater of (i) \$27.0 million and (ii) 20% of Consolidated EBITDA (as defined in the Senior Credit Facilities) as of the most recently completed Reference Period (as defined in the Senior Credit Facilities) to (i) \$50.0 million and (ii) 40% of Consolidated EBITDA as of the most recently completed Reference Period. In addition, the Seventh Amendment revises the Total Net Leverage Ratio required for the Company to

make Restricted Payments or prepay Junior Debt (as defined in the Senior Credit Facilities) with unutilized Available Amount from 3.00 to 1.00 to 4.00 to 1.00. The Seventh Amendment also provided for affiliates of the Company to acquire up to 20% of the outstanding term loans pursuant to certain transactions.

On June 28, 2021, we issued \$300.0 million principal amount of Notes in a private placement. The proceeds of the offering, together with \$46.0 million of revolving credit borrowings under our Senior Credit Facilities, were used to (i) repay \$74.4 million of outstanding term B-1 loans and \$243.6 million of outstanding term B loans under our Senior Credit Facilities (which included scheduled principal payments), (ii) to pay fees and expenses related to the offering of the Notes and the Seventh Amendment and (iii) for working capital and general corporate purposes, including for possible future repurchases of its common stock and/or a dividend payment and/or payments on its common stock.

Carrols Restaurant Group and certain of its subsidiaries (the "Guarantors") entered into the Indenture (the "Indenture") dated as of June 28, 2021 with the Bank of New York Mellon Trust Company governing the Notes. The Indenture provides that the Notes will mature on July 1, 2029 and will bear interest at the rate of 5.875% per annum, payable semi-annually on July 1 and January 1 of each year, beginning on January 1, 2022. The entire principal amount of the Notes will be due and payable in full on the maturity date. The Indenture further provides that we (i) may redeem some or all of the Notes at any time after July 1, 2024 at the redemption prices described therein, (ii) may redeem up to 40% of the Notes using the proceeds of certain equity offerings completed before July 1, 2024 and (iii) must offer to purchase the Notes if it sells certain of its assets or if specific kinds of changes in control occur, all as set forth in the Indenture. The Notes are senior unsecured obligations of Carrols Restaurant Group and are guaranteed on an unsecured basis by the Guarantors. The Indenture contains certain covenants that limit the ability of Carrols Restaurant Group and the Guarantors to, among other things: incur indebtedness or issue preferred stock; incur liens; pay dividends or make distributions in respect of capital stock or make certain other restricted payments or investments; sell assets; agree to payment restrictions affecting Restricted Subsidiaries (as defined in the Indenture); enter into transactions with affiliates; or merge, consolidate or sell substantially all of the assets. Such restrictions are subject to certain exceptions and qualifications all as set forth in the Indenture.

On September 30, 2021, we entered into the Eighth Amendment to our Senior Credit Facilities (the "Eighth Amendment"). The Eighth Amendment increased the aggregate maximum commitments available for revolving credit borrowings under the revolving credit facility by \$40.0 million to a total of \$215.0 million.

As of January 2, 2022, there were no revolving credit borrowings outstanding and \$9.0 million of letters of credit issued under the Revolving Credit Facility. After reserving for issued letters of credit and outstanding revolving credit borrowings, \$206.0 million was available for revolving credit borrowings under the Revolving Credit Facility at January 2, 2022. As of March 9, 2022, after reserving for issued letters of credit and \$20.0 million in revolving credit borrowings, \$186.0 million was available for revolving credit borrowings.

### ***Interest Rate Swap Agreement***

We entered into a five year interest rate swap agreement commencing March 3, 2020 and ending February 28, 2025 with a notional amount of \$220.0 million to swap variable rate interest payments (one-month LIBOR plus the applicable margin) under our Senior Credit Facilities for fixed interest payments bearing an interest rate of 0.915% plus the applicable margin in our Senior Credit Facilities. On November 12, 2021, we partially terminated this interest rate swap to reduce the notional amount hedged from \$220.0 million to \$120.0 million. which settled with net proceeds to us of \$0.2 million, leaves the fixed rate and other terms of the swap arrangement unchanged and provides the flexibility to repay borrowings under the Senior Credit Facilities which previously needed to be maintained at the hedged \$220.0 million notional amount.

### ***Stock Repurchase Program***

On August 2, 2019, our Board of Directors approved a stock repurchase plan (the "Repurchase Program") under which we may repurchase up to \$25 million of our outstanding common stock. The authorization became effective August 2, 2019.

On August 10, 2021, the Company's Board of Directors approved an extension of the Company's Repurchase Program with approximately \$11.0 million of its original \$25 million in capacity remaining. The authorization will expire on August 2, 2023, unless terminated earlier by the Board of Directors. Purchases under the Repurchase Program may be made from time to time in open market transactions at prevailing market prices or in privately negotiated transactions (including, without limitation, the use of Rule 10b5-1 plans) in compliance with applicable federal securities laws, including Rule 10b-18 under the Securities Exchange Act of 1934, as amended. The Company has no obligation to repurchase stock under the Repurchase Program, and the timing, actual number and value of shares purchased will depend on the Company's stock price, trading volume, general market and economic conditions, and other factors.

During the year ended January 3, 2021, we repurchased 1,534,304 shares in open market transactions of our common stock at an average share price of \$6.52 for a total cost of \$10.0 million under the Repurchase Program. During the year ended December 29, 2019, we repurchased 553,112 shares in open market transactions at an average share price of \$7.26 for a total cost of \$4.0 million under the Repurchase Program.

We have no obligation to repurchase additional shares of stock under the Repurchase Program, and the timing, actual number and value of shares purchased will depend on our stock price, trading volume, general market and economic conditions and other factors.

### ***Future Restaurant Closures***

We evaluate the performance of our restaurants on an ongoing basis including an assessment of the current and future operating results of each restaurant in relation to its cash flow and future occupancy costs and, with regard to franchise agreement renewals, the cost of required capital improvements. We may elect to close restaurants based on these evaluations.

In 2021, we closed five restaurants, excluding one restaurant relocated within its trade area. We currently anticipate less than five restaurant closures in 2022 outside of any restaurants being relocated within their trade area at the end of their respective lease term.

Our determination of whether to close restaurants in the future is subject to further evaluation and may change. We may incur lease charges in the future from closures of underperforming restaurants prior to the expiration of their contractual lease term. We do not believe that the future impact on our results of operations due to restaurant closures will be material, although there can be no assurance in this regard.

### ***Effect of Minimum Wage Increases***

Certain of the states and municipalities in which we operate have increased their minimum wage rates for 2021 and in many cases have also approved additional increases for future periods. Most notably, New York State has increased the minimum wage applicable to our business to \$15.00 an hour on July 1, 2021, from \$14.50 an hour as of January 1, 2021, \$13.75 an hour in 2020 and \$12.75 per hour in 2019. New York State has an Urban Youth Credit through 2022 from which we have been receiving approximately \$500,000 per year since 2016. We had 125 restaurants in New York State as of January 2, 2022. As of such date, we also had one restaurant in Massachusetts that has annual minimum wage increases reaching \$15.00 per hour in 2023, 10 restaurants in New Jersey that have annual minimum wage increases reaching \$15.00 per hour in 2024, and 45 total restaurants in Illinois and Maryland that also have annual minimum wage increases reaching \$15.00 per hour in 2025.

In the current labor market we have seen competitive pressure on wage rates that well outpaces statutory minimums as the re-opening of the economy from COVID-19 pandemic restrictions has increased demand for labor at all levels in the workforce.

We typically attempt to offset the effects of wage inflation, at least in part, through periodic menu price increases. However, no assurance can be given that we will be able to offset these wage increases in the future.

## Results of Operations

### Fiscal 2021 compared to Fiscal 2020

The following table highlights the key components of sales and the number of restaurants in operation for the years ended January 2, 2022 and January 3, 2021:

	Year ended	
	January 2, 2022 (52 weeks)	January 3, 2021 (53 weeks)
	(in thousands of dollars)	
Burger King restaurant sales	\$ 1,568,431	\$ 1,459,016
Popeyes restaurant sales	83,939	88,486
Total restaurant sales	\$ 1,652,370	\$ 1,547,502
Change in comparable Burger King restaurant sales %	9.1 %	(2.8)%
Change in comparable Popeyes restaurant sales %	(1.9)%	(0.1)%
Burger King restaurants operating at beginning of year	1,009	1,036
New restaurants opened, including relocations (1)	4	7
Restaurants acquired	19	—
Restaurants closed, including relocations (1)	(6)	(34)
Restaurants operating at end of year	1,026	1,009
Restaurants operating at beginning and end of year	65	65

(1) New restaurants opened in both 2021 and 2020 each included one restaurant that was closed and relocated within its market areas.

**Restaurant Sales.** Total restaurant sales in 2021 increased 6.8% to \$1,652.4 million from \$1,547.5 million in 2020. Comparable restaurant sales increased 8.5% due to an increase in average check of 7.4% and an increase in customer traffic of 1.0%. The effect of menu price increases in 2021 was approximately 4.1%. Restaurant sales in fiscal 2020 included \$28.4 million in the 53rd week.

Restaurant sales overall increased \$104.9 million, which included the impact of comparable sales increases partially offset by the prior year including sales from its extra 53rd week of \$28.4 million.

*Operating Costs and Expenses (percentages stated as a percentage of total restaurant sales unless otherwise noted).*

The following table sets forth selected operating results for the years ended January 2, 2022 and January 3, 2021:

	Year Ended	
	January 2, 2022 (52 weeks)	January 3, 2021 (53 weeks)
Costs and expenses (all restaurants):		
Food, beverage and packaging costs	30.2 %	29.3 %
Restaurant wages and related expenses	33.3 %	32.2 %
Restaurant rent expense	7.4 %	7.7 %
Other restaurant operating expenses	15.6 %	15.3 %
Advertising expense	4.0 %	3.9 %
General and administrative expenses	5.1 %	5.4 %

Food, beverage and packaging costs increased as a percentage of restaurant sales to 30.2% in 2021 from 29.3% in 2020. This increase reflected increased commodity costs at our Burger King restaurants (2.1%, including a 9.7% increase in ground beef prices compared to 2020), increased commodity costs at our Popeyes restaurants (0.1%) and higher delivery sales in 2021 (0.4%). These cost increases were offset in part by the impact of menu price increases taken since the end of 2020 at our Burger King restaurants (1.3%) and the impact of lower promotional discounting in 2021 (0.7%). Food, beverage and packaging costs at our Popeyes restaurants increased approximately 180 basis points in fiscal 2021 from fiscal 2020 due to primarily to commodity cost increases (0.1%).

Restaurant wages and related expenses increased to 33.3% in 2021 from 32.2% in 2020. We benefited in 2020 from labor adjustments we made at the onset of the COVID-19 pandemic to restrict overtime and reduce staffing levels. The efficiencies we gained due to labor adjustments we made during the second quarter of 2020 in response to the COVID-19 environment benefited the year-over-year comparison in the first quarter of 2021, and partially offset the year-over-year increase we saw in the beginning late in the second quarter of 2021 from restoring labor hours and competitive labor rate pressures. The impact of hourly labor rate increases in 2021, inclusive of minimum wage increases, was 11.0% when compared to the prior year period.

Restaurant rent expense decreased to 7.4% in 2021 from 7.7% in 2020 due to the impact of higher sales volumes on fixed rental costs.

Other restaurant operating expenses increased to 15.6% in 2021 from 15.3% in 2020. The second and third quarters of 2020 reflected cost savings realized from the constrained pandemic operating environment. As our dining rooms have reopened and restaurants have resumed pre-pandemic operations, we saw higher spending on security costs (0.2%, including investments in smart safe technology), repair and maintenance (0.1%) and equipment rental (0.1%).

Advertising expense increased to 4.0% in 2021 from 3.9% in 2020 due to expiration of advertising incentives received for certain remodeled Burger King restaurants.

*Adjusted Restaurant-Level EBITDA.* As a result of the factors above, as well as the impact of the 53rd week in fiscal 2020 of \$6.3 million, Adjusted Restaurant-Level EBITDA decreased \$24.6 million to \$157.0 million in 2021 from \$181.6 million in 2020. For a reconciliation between Adjusted Restaurant-Level EBITDA and income from operations see page 49.

*General and Administrative Expenses.* General and administrative expenses decreased to \$83.7 million in 2021 from \$84.1 million in 2020, and, as a percentage of total revenue, to 5.1% from 5.4%. The decrease was driven by \$3.5 million lower incentive compensation accruals in 2021 and a reduction in abandoned site development costs of \$2.8 million. These reductions were partially offset by 2020 including short-term salary and travel reductions (\$2.4 million) as well as executive severance costs incurred in 2021 (\$0.7 million) and higher stock-based compensation expense in 2021 (\$1.0 million).

We incurred \$1.7 million and \$1.4 million in 2021 and 2020, respectively, in administrative costs pertaining to non-recurring litigation and professional fees. In connection with our pause on new development in 2020, we recorded \$3.5 million in expense for abandoned site development costs, including \$0.6 million related to forfeiting prepaid franchise fees in connection with the Amended ADA. General and administrative expenses excluding the non-recurring costs described above decreased as a percentage of total revenues to 5.3% in 2021 from 5.4% in 2020.

*Adjusted EBITDA.* As a result of the factors above, as well as an impact from the 53rd week in fiscal 2020 of \$5.3 million, Adjusted EBITDA decreased \$26.2 million to \$81.6 million in 2021 from \$107.9 million in 2020.

For a reconciliation between net income and EBITDA and Adjusted EBITDA see page 49.

*Depreciation and Amortization.* The decrease in depreciation and amortization expense to \$80.8 million in 2021 from \$81.7 million in 2020 was primarily due to lower remodeling and restaurant development activity.

*Impairment and Other Lease Charges.* We recorded impairment and other lease charges of \$4.5 million in 2021 consisting of \$1.5 million related to initial impairment charges for nine underperforming restaurants, \$0.5

million of capital expenditures at previously impaired restaurants, other lease charges of \$0.6 million and \$1.9 million related to impairment of certain owned non-operating properties.

We recorded impairment and other lease charges of \$12.8 million in 2020 consisting of \$2.0 million related to the impairment of the remaining unamortized value of our right of first refusal under our ADA with BKC, \$5.0 million related to initial impairment charges for fifteen underperforming restaurants, \$1.2 million of capital expenditures at previously impaired restaurants, and other lease charges of \$4.6 million primarily related to the closure of 23 of our underperforming restaurant locations during 2020.

*Other Income, net.* In 2021, we recorded other income, net, of \$1.2 million which consisted of a \$1.1 million gain from the sale of a litigation claim, gains related to insurance recoveries from property damage at two of our restaurants of \$1.3 million and a loss on disposal of assets of \$1.2 million.

In 2020, we recorded other income, net, of \$1.3 million which consisted of gains related to insurance recoveries from property damage at four of our restaurants of \$2.1 million, a net gain on 12 sale-leaseback transactions of \$0.2 million and a loss on disposal of assets of \$1.0 million.

*Interest Expense.* Interest expense increased to \$28.8 million in 2021 from \$27.3 million in 2020. The weighted average interest rate on our long-term debt, excluding lease financing obligations, was 4.8% in 2021 and 4.6% in 2020.

*Loss on Extinguishment of Debt.* We recognized a loss on extinguishment of debt of \$8.5 million in 2021 in connection with the early extinguishment of our term B-1 loans and partial extinguishment of our term B loans under our Senior Credit Facilities. The loss consisted of the proportional write-off of unamortized debt issuance costs and unamortized original issuance discount.

*Provision (Benefit) for Income Taxes.* In 2021, we recorded income tax benefit of \$5.2 million and our effective income tax rate was 32% prior to the impact of a tax valuation allowance charge. The difference to the Federal statutory rate for 2021 of 21% is primarily due to the tax benefit of employment tax credits which are not directly related to the amount of pre-tax loss and the tax benefit of state income taxes. There was a charge in the period of \$11.3 million to establish additional valuation allowance reserves against our deferred income tax assets for general business tax credits that may expire unused.

In 2020, we recorded income tax expense of \$6.3 million and our effective income tax rate was 27.2% prior to the impact of a tax valuation allowance charge. The difference to the Federal statutory rate for 2020 of 21% is primarily due to the tax benefit of employment tax credits which are not directly related to the amount of pre-tax loss and the tax benefit of state income taxes. We incurred a charge in 2020 of \$13.1 million to establish an incremental tax valuation allowance for certain general business tax credits as they may expire prior to utilization.

*Net Income (Loss).* As a result of the above, our net loss was \$43.0 million in 2021, or \$0.86 per diluted share, compared to net loss of \$29.5 million in 2020, or \$0.58 per diluted share.

Reconciliations of net loss to EBITDA, Adjusted EBITDA and Adjusted net loss and income (loss) from operations to Adjusted Restaurant-Level EBITDA for the years ended January 2, 2022 and January 3, 2021 are as follows (in thousands):

	Year Ended	
	January 2, 2022	January 3, 2021
<b>Reconciliation of EBITDA and Adjusted EBITDA:</b>		
Net loss	\$ (43,029)	\$ (29,463)
Provision (benefit) for income taxes	(5,159)	6,294
Interest expense	28,791	27,283
Depreciation and amortization	80,798	81,727
<b>EBITDA</b>	<b>61,401</b>	<b>85,841</b>
Impairment and other lease charges	4,470	12,778
Acquisition costs (1)	398	273
Abandoned development costs (2)	—	3,464
Pre-opening costs (3)	75	163
Litigation costs and other professional expenses (4)	1,678	1,384
Other income, net (5)(6)	(1,186)	(1,271)
Stock compensation expense	6,234	5,223
Loss on extinguishment of debt	8,538	—
<b>Adjusted EBITDA</b>	<b>\$ 81,608</b>	<b>\$ 107,855</b>
	Year Ended	
	January 2, 2022	January 3, 2021
<b>Reconciliation of Adjusted Restaurant-Level EBITDA:</b>		
Income (loss) from operations	\$ (10,859)	\$ 4,114
Add:		
General and administrative expenses	83,660	84,051
Pre-opening costs (3)	75	163
Depreciation and amortization	80,798	81,727
Impairment and other lease charges	4,470	12,778
Other income, net (5)(6)	(1,186)	(1,271)
<b>Adjusted Restaurant-Level EBITDA</b>	<b>\$ 156,958</b>	<b>\$ 181,562</b>

	Year Ended	
	January 2, 2022	January 3, 2021
<b>Reconciliation of Adjusted net loss:</b>		
Net loss	\$ (43,029)	\$ (29,463)
Add:		
Impairment and other lease charges	4,470	12,778
Acquisition costs (1)	398	273
Abandoned development costs (2)	—	3,464
Pre-opening costs (3)	75	163
Litigation and other professional expenses (4)	1,678	1,384
Other income, net (5)(6)	(1,186)	(1,271)
Loss on extinguishment of debt	8,538	—
Income tax effect on above adjustments (7)	(3,494)	(4,199)
Valuation allowance for deferred taxes (8)	11,272	13,138
Adjusted net loss	<u>\$ (21,278)</u>	<u>\$ (3,733)</u>
Adjusted diluted net loss per share (9)	<u>\$ (0.43)</u>	<u>\$ (0.07)</u>
Diluted weighted average common shares outstanding	49,899	50,751

- (1) Acquisition costs for twelve months ended January 2, 2022 mostly include integration, travel, legal and professional fees incurred in connection with restaurants acquired during the second quarter of 2021, which were included in general and administrative expenses. Acquisition costs for the twelve months ended January 3, 2021 mostly include legal and professional fees incurred in connection with the acquisition of 165 Burger King and 55 Popeyes restaurants from Cambridge Franchise Holdings, LLC in 2019, which were included in general and administrative expense.
- (2) Abandoned development costs for the twelve months ended January 2, 2022 represents the write-off of capitalized costs due to revisions of the our development plans in 2020.
- (3) Pre-opening costs for the twelve months ended January 2, 2022 and January 3, 2021 include training, labor and occupancy costs incurred during the construction of new restaurants.
- (4) Litigation and other professional expenses for the twelve months ended January 2, 2022 and January 3, 2021 include executive recruiting and severance costs, costs pertaining to an ongoing lawsuit with one of the Company's former vendors and other non-recurring professional service expenses.
- (5) Other income, net for the twelve months ended January 2, 2022 included a gain of \$1.1 million from the sale of a litigation claim during the period, a gain from insurance recoveries of \$1.3 million from property damage at two of our restaurants and a loss on disposal of assets of \$1.2 million.
- (6) Other income, net for the twelve months ended January 3, 2021 included a included a gain of \$2.1 million related to insurance recoveries from property damage at four of our restaurants, a net gain on sale-leaseback transactions of \$0.2 million, and loss on disposal of assets of \$1.0 million.
- (7) The income tax effect related to the adjustments to Adjusted Net Loss during the periods presented was calculated using an incremental income tax rate of 25.0% for the twelve months ended January 2, 2022 and January 3, 2021, respectively.
- (8) Reflects the removal of the income tax provision recorded during the years ended January 2, 2022 and January 3, 2021 for the establishment of a valuation allowance on certain federal income tax credits that may expire prior to their utilization.
- (9) Adjusted diluted net loss per share is calculated based on Adjusted net loss and the diluted weighted average common shares outstanding for the respective periods, where applicable.

## Liquidity and Capital Resources

As is common in the restaurant industry, we maintain relatively low levels of accounts receivable and inventories and receive trade credit based upon negotiated terms for purchasing food products and other supplies. As a result, we may at times maintain current liabilities in excess of current assets, which results in a working capital deficit. We are able to operate with a substantial working capital deficit because:

- restaurant operations are primarily conducted on a cash basis;
- rapid turnover results in a limited investment in inventories; and
- cash from sales is usually received before related liabilities for food, supplies and payroll become due.

Interest payments under our debt obligations, capital expenditures including for our remodeling initiatives, payments of royalties and advertising to BKC and Popeyes and payments related to our lease obligations represent significant liquidity requirements for us, not including any discretionary expenditures for the acquisition or development of additional Burger King and Popeyes restaurants. We believe our cash balances, cash generated from our operations and availability of revolving credit borrowings under our Senior Credit Facilities provide sufficient cash availability to cover our anticipated working capital needs, capital expenditures and debt service requirements for the next twelve months.

*Operating activities.* Net cash provided from operating activities for the years ended January 2, 2022 and January 3, 2021 was \$70.9 million and \$103.9 million, respectively. Net cash provided by operating activities in 2021 decreased by \$33.1 million compared to 2020 due primarily to a decrease of Adjusted EBITDA of \$26.2 million and a change in working capital components of \$9.9 million. Our changes in working capital components in 2021 included favorable timing of required interest payments as well as 2020 including our deferral of the employer portion of social security taxes through the end of 2020 of \$21.6 million (which did not recur in 2021).

Net cash provided from operating activities in 2020 increased by \$55.2 million compared to 2019 due primarily to an increase in Adjusted EBITDA of \$21.5 million and a change in working capital of \$19.0 million, primarily related to our deferral of the employer portion of social security taxes through the end of 2020 of \$21.6 million.

*Investing activities.* Net cash used for investing activities for the years ended January 2, 2022 and January 3, 2021 was \$58.6 million and \$47.9 million, respectively. In 2021, in addition to our capital expenditures of \$51.8 million, we acquired 19 Burger King restaurants from other franchisees for \$30.8 million, received net proceeds of \$22.3 million from sale-leaseback transactions (including \$20.2 million from properties purchased in the 2021 acquisitions), and received \$1.5 million from property insurance recoveries.

In 2020, in addition to our capital expenditures of \$56.9 million, we received net proceeds of \$7.0 million from sale-leaseback transactions, including properties purchased for sale-leaseback, and received \$2.1 million from property insurance recoveries.

Capital expenditures are a large component of our investing activities and include: (1) new restaurant development, which may include the purchase of real estate; (2) restaurant remodeling, which includes the renovation or rebuilding of the interior and exterior of our existing restaurants including expenses associated with our franchise agreement renewals and certain restaurants that we acquire; (3) other restaurant capital expenditures, which include capital maintenance expenditures for the ongoing reinvestment and enhancement of our restaurants, and from time to time, to support BKC's initiatives; and (4) corporate and restaurant information systems, including expenditures for our point-of-sale software for restaurants that we acquire.

The following table sets forth our capital expenditures for the periods presented (dollar amounts in thousands):

<b>Year Ended January 2, 2022:</b>	
New restaurant development	\$ 9,000
Restaurant remodeling	16,712
Other restaurant capital expenditures	17,045
Corporate and restaurant information systems	9,006
Total capital expenditures	\$ 51,763
Number of new restaurant openings including relocations	4
<b>Year Ended January 3, 2021:</b>	
New restaurant development	\$ 17,824
Restaurant remodeling	15,317
Other restaurant capital expenditures	13,064
Corporate and restaurant information systems	10,685
Total capital expenditures	\$ 56,890
Number of new restaurant openings including relocations	7

*Financing activities.* Net cash provided by financing activities in 2021 was \$48.1 million and included issuance of \$300.0 million principal amount of the Notes, principal payments of \$321.4 million of outstanding term B and B-1 loans under our Senior Credit Facilities, payment of a special dividend of \$24.9 million, \$5.4 million in financing costs paid in connection with the debt issuance and amendments to our Senior Credit Facilities, and proceeds from lease financing obligations of \$4.6 million. We also made principal payments on finance leases of \$1.0 million.

Net cash provided by financing activities in 2020 was \$5.9 million and included \$71.3 million in net proceeds from issuance of the Incremental Term B-1 Loans, net repayments of our revolving credit borrowings of \$45.8 million, and purchases of treasury shares of \$10.1 million. We also incurred \$3.3 million of costs associated with the financing long-term debt, made principal payments on term loan facilities of \$4.6 million, and made principal payments on finance leases of \$1.6 million.

*Senior Notes due 2029.* On June 28, 2021, we issued \$300.0 million principal amount of the Notes in a private placement as described above under “—Recent and Future Events Affecting our Results of Operations—Issuance of Notes and Amendments to our Senior Credit Facilities”. The proceeds of the offering, together with \$46.0 million of revolving credit borrowings under our Senior Credit Facilities, were used to (i) repay \$74.4 million of outstanding term B-1 loans and \$243.6 million of outstanding term B loans under our Senior Credit Facilities (which included scheduled principal payments), (ii) to pay fees and expenses related to the offering of the Notes and the Seventh Amendment and (iii) for working capital and general corporate purposes, including for possible future repurchases of its common stock and/or a dividend payment and/or payments on its common stock.

*Senior Credit Facilities.* As described above under “—Recent and Future Events Affecting Our Results of Operations—Issuance of Notes and Amendments to our Senior Credit Facilities”, we entered into the Senior Credit Facilities and subsequent amendments to the Senior Credit Facilities. Our obligations under the Senior Credit Facilities are guaranteed by our subsidiaries and are secured by first priority liens on substantially all of our assets and our subsidiaries, including a pledge of all of the capital stock and equity interests of our subsidiaries. Under the Senior Credit Facilities, we are required to make mandatory prepayments of borrowings following dispositions of assets, debt issuances and the receipt of insurance and condemnation proceeds (all subject to certain exceptions).

At January 2, 2022, borrowings under our Senior Credit Facilities bore interest as follows:

(i) Revolving Credit Facility: at a rate per annum equal to (a) the Alternate Base Rate (as defined in the Senior Credit Facilities) plus 2.50% or (b) LIBOR Rate (as defined in the Senior Credit Facilities) plus 3.50%.

(ii) Term loan B borrowings: at a rate per annum equal to (a) the Alternate Base Rate (as defined in the Senior Credit Facilities) plus 2.25% or (b) LIBOR Rate (as defined in the Senior Credit Facilities) plus 3.25%.

The weighted average interest rate for borrowings on long-term debt balances were 4.8% and 4.6% the years ended January 2, 2022 and January 3, 2021, respectively.

The Term loan B borrowings are due and payable in quarterly installments, which began on September 30, 2019. Amounts outstanding at January 2, 2022 are due and payable as follows:

- (i) seventeen quarterly installments of \$1.1 million;
- (ii) one final payment of \$153.8 million on April 30, 2026.

The Revolving Credit Facility matures on January 29, 2026. As of January 2, 2022, there were no revolving credit borrowings outstanding and \$9.0 million of letters of credit issued under the Revolving Credit Facility. After reserving for issued letters of credit and outstanding revolving credit borrowings, \$206.0 million was available for revolving credit borrowings at January 2, 2022 under the Revolving Credit Facility. As of March 9, 2022, after reserving for issued letters of credit and \$20.0 million in revolving credit borrowings, \$186.0 million was available for revolving credit borrowings.

The Senior Credit Facilities contain certain covenants, including without limitation, those limiting our and our subsidiaries' ability to, among other things, incur indebtedness, incur liens, sell or acquire assets or businesses, change the character of its business in any material respect, engage in transactions with related parties, make certain investments, make certain restricted payments or pay dividends. In addition, the Senior Credit Facilities require us to meet a First Lien Leverage Ratio (as defined in the Senior Credit Facilities) of not greater than 5.75 to 1.00 (as measured on a most recent four quarter basis) if, and only if, on the last day of any fiscal quarter, the sum of the aggregate principal amount of outstanding revolving credit borrowings under the Revolving Credit Facility and the aggregate face amount of letters of credit issued under the Revolving Credit Facility (excluding undrawn letters of credit in an aggregate face amount up to \$12.0 million) exceeds 35% of the aggregate amount of the maximum revolving credit borrowings under the Revolving Credit Facility. As there were no borrowings under the Revolving Credit Facility at January 2, 2022, no First Lien Leverage Ratio calculation was required. However, if the Company had been subject to the First Lien Leverage Ratio, the Company's First Lien Leverage Ratio was 1.67 to 1.00 as of January 2, 2022 which was below the required First Lien Leverage Ratio of 5.75 to 1.00. As a result, the Company does not expect to have to reduce its term loan borrowings mandatorily with Excess Cash Flow (as defined in the Senior Credit Facilities). We were in compliance with the financial covenants under our Senior Credit Facilities at January 2, 2022.

The Senior Credit Facilities contain customary default provisions, including that the lenders may terminate their obligation to advance and may declare the unpaid balance of borrowings, or any part thereof, immediately due and payable upon the occurrence and during the continuance of customary events of default which include, without limitation, payment default, covenant default, bankruptcy default, cross-default on other indebtedness, judgment default and the occurrence of a change of control.

In March 2020, we entered into an interest rate swap agreement certain of our lenders under the Senior Credit Facilities to mitigate the risk of increases in the variable interest rate related to term loan borrowings under the Term Loan B Facility. The interest rate swap fixed the interest rate on \$220.0 million of outstanding borrowings under the Senior Credit Facilities at 0.915% plus the applicable margin in its Senior Credit Facilities. The agreement matures on February 28, 2025. On November 12, 2021, we partially terminated this interest rate swap to reduce the notional amount hedged from \$220.0 million to \$120.0 million. which settled with net proceeds to us of \$0.2 million, leaves the fixed rate and other terms of the swap arrangement unchanged and provides the flexibility to repay borrowings under the Senior Credit Facilities which previously needed to be maintained at the hedged \$220.0 million notional amount.

The differences between the variable LIBOR rate and the interest rate swap rate of 0.915% are settled monthly. We made payments of \$1.7 million and \$1.0 million to settle the interest rate swap during the twelve months ended January 2, 2022 and January 3, 2021, respectively. The fair value of our interest rate swap agreement was an asset of \$0.6 million as of January 2, 2022 which is included in other assets in the accompanying consolidated balance sheets. Changes in the valuation of our interest rate swap were included as a component of other comprehensive income, and will be reclassified to earnings as the losses are realized. We expect to reclassify net losses totaling \$0.9 million into earnings in the next twelve months.

### Contractual Obligations

The following table summarizes our contractual obligations and commitments as of January 2, 2022 (in thousands):

Contractual Obligations	Payments due by period				
	Total	Less than 1 Year	1 – 3 Years	3 – 5 Years	More than 5 Years
Long-term debt obligations, including interest (1)	\$ 647,436	\$ 32,070	\$ 63,420	\$ 207,149	\$ 344,797
Finance lease obligations, including interest (2)	7,114	1,840	2,969	2,252	53
Operating lease obligations (3)	1,336,100	101,758	200,981	194,203	839,158
Lease financing obligations, including interest (4)	6,150	4,919	1,231	—	—
Total contractual obligations	<u>\$ 1,996,800</u>	<u>\$ 140,587</u>	<u>\$ 268,601</u>	<u>\$ 403,604</u>	<u>\$ 1,184,008</u>

- (1) Our long term debt at January 2, 2022 included \$171.9 million of term B loans under our Senior Credit Facilities and \$300.0 million of Notes. Total interest payments on our Notes of \$134.3 million for all years presented are included at the coupon rate of 5.875% per annum. Interest on our term B loans under our Senior Credit Facilities of \$124.8 million for all years presented are included at a rate of 5.74% per annum.
- (2) Includes total interest of \$0.8 million for all years presented.
- (3) Includes total interest of \$488.5 million for all years presented.
- (4) Includes total interest of \$0.2 million for all years presented.

We have not included obligations under our postretirement medical benefit plans in the contractual obligations table as our postretirement plan is not required to be funded in advance, but is funded as retiree medical claims are paid. Also excluded from the contractual obligations table are payments we may make for workers' compensation, general liability and employee healthcare claims for which we pay all claims, subject to annual stop-loss limitations both for individual claims and claims in the aggregate. The majority of our recorded liabilities related to self-insured employee health and insurance plans represent estimated reserves for incurred claims that have yet to be filed or settled. The total of these liabilities was \$9.3 million at January 2, 2022.

Future restaurant remodeling obligations to BKC have also been excluded from the table above as well as contractual obligations related to royalties and advertising payable to BKC.

*Long-Term Debt Obligations.* Refer to Note 9 of our consolidated financial statements for details of our long-term debt.

*Lease Guarantees.* Fiesta Restaurant Group, Inc. ("Fiesta"), our former wholly-owned subsidiary, was spun-off in 2012 to our stockholders. As of January 2, 2022, we are a guarantor under 17 Fiesta restaurant property leases, of which all except for one are still operating, with lease terms expiring on various dates through 2030. Eight of these guarantees are for leases with Pollo Operations, Inc, a wholly owned subsidiary of Fiesta, and nine of these guarantees are for leases with Texas Taco Cabana, L.P., an indirect subsidiary of Taco Cabana, Inc. (together with all direct and indirect subsidiaries, "Taco"). Taco was a wholly owned subsidiary of Fiesta until August 17, 2021 when Fiesta sold all of its outstanding capital stock of Taco Cabana, Inc. to YTC Enterprises, LLC, an affiliate of Yadav Enterprises, Inc. We are fully liable for all obligations under the terms of the leases in the event that a tenant fails to pay any sums due under the lease, subject to indemnification provisions of the separation and distribution agreement entered into in connection with the spin-off.

The maximum potential liability for future rental payments we could be required to make under these leases at January 2, 2022 was \$9.0 million. The obligations under these leases will generally continue to decrease over time as these operating leases expire. No payments have been made to date and none are expected to be required to be made in the future. We have not recorded a liability for those guarantees in accordance with ASC 460 - Guarantees as Fiesta has indemnified us for all such obligations and we did not believe it was probable we would be required to perform under any of the guarantees or direct obligations.

### Off-Balance Sheet Arrangements

We have no off-balance sheet arrangements.

## ***Inflation***

The inflationary factors that have historically affected our results of operations include increases in food and paper costs, labor and other operating expenses, the cost of providing medical and prescription drug insurance to our employees and energy costs. Wages paid in our restaurants are impacted by changes in the federal and state hourly minimum wage rates and the Fair Labor Standards Act. Accordingly, changes in the federal and state hourly minimum wage rates directly affect our labor costs.

In the current labor market, we have seen competitive pressure on wage rates that have significantly outpaced statutory minimums as the re-opening of the economy has increased demand for labor at all levels in the workforce. In 2021, we have experienced inflationary cost pressures in labor and commodity costs as a result of challenges in the overall labor force impacting our restaurants and our supply chains. The COVID-19 pandemic has increased the difficulty and cost of maintaining adequate staffing levels at our restaurants as well as for businesses in our supply chain that we depend on for commodities. At this point, there is no indication as to when these pressures will abate.

We typically attempt to offset the effect of inflation, at least in part, through periodic menu price increases and various cost reduction programs. However, no assurance can be given that we will be able to offset such inflationary cost increases in the future.

## ***Application of Critical Accounting Policies***

Our consolidated financial statements are prepared in accordance with accounting principles generally accepted in the United States of America. Preparing consolidated financial statements requires us to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenue and expenses. These estimates and assumptions are affected by the application of our accounting policies. Our significant accounting policies are described in the "Significant Accounting Policies" footnote in the notes to our consolidated financial statements. Critical accounting estimates are those that require application of management's most difficult, subjective or complex judgments, often as a result of matters that are inherently uncertain and may change in subsequent periods.

Sales recognition at our restaurants is straightforward as customers pay for products at the time of sale and inventory turns over very quickly. Payments to vendors for products sold in the restaurants are generally settled within 30 days. The earnings reporting process is covered by our system of internal controls and generally does not require significant management estimates and judgments. However, critical accounting estimates and judgments, as noted below, are inherent in the assessment and recording of the fair market values of acquired restaurant assets and liabilities, insurance liabilities, assessing impairment of long-lived assets, lease accounting matters and the valuation of deferred income tax assets. While we apply our judgment based on assumptions believed to be reasonable under the circumstances, actual results could vary from these assumptions. It is possible that materially different amounts would be reported using different assumptions.

*Acquisition Accounting.* We account for business combinations under the acquisition method of accounting in accordance with ASC 805, "Business Combinations" ("ASC 805"). As required by ASC 805, assets acquired and liabilities assumed in a business combination are recorded at their respective fair values as of the business combination date. The most difficult estimations of individual fair values are those involving long-lived assets, such as property, equipment, favorable and unfavorable leases and intangible assets. We use available information to make these fair value determinations and, when necessary, engage an independent valuation specialist to assist in the fair value determination of favorable or unfavorable leases and intangible assets.

*Insurance Liabilities.* The amount of liability we record for claims related to insurance requires us to make judgments about the amount of expenses that will ultimately be incurred. We are insured for certain losses related to workers' compensation, general liability and medical insurance claims under policies where we pay all claims, subject to annual stop-loss insurance limitations both for individual claims and claims in the aggregate. We record insurance liabilities based on historical trends, which are continually monitored, and adjust accruals as warranted by changing circumstances. Since there are estimates and assumptions inherent in recording these insurance liabilities, including the ability to estimate the future development of incurred claims based on historical claims experience and loss reserves, current claim data, and the severity of the claims, differences between actual future events and prior estimates and assumptions could result in adjustments to these liabilities. As of January 2, 2022, we had \$9.3 million accrued for these insurance claims.

*Franchise Rights.* To determine the fair value attributable to franchise rights of restaurant acquisitions, we estimate the acquired restaurants' future earnings, discount those earnings using an appropriate market discount rate and subtract a contributory charge for net working capital, property and equipment and assembled workforce. Amounts allocated to franchise rights for each acquisition are amortized using the straight-line method over the average remaining term of the acquired franchise agreements plus one twenty-year renewal period. We assess the potential impairment of franchise rights whenever events or changes in circumstances indicate that the carrying value may not be recoverable, which include consideration of the impact of a decline in the Company's market value. If an indicator of impairment exists, an estimate of the aggregate undiscounted cash flows from the acquired restaurants is compared to the respective carrying value of franchise rights for each acquisition. If an asset is determined to be impaired, the loss is measured by the excess of the carrying amount of the asset over its fair value.

*Goodwill.* Goodwill represents the excess of purchase price over the value assigned to the net tangible and identifiable intangible assets of the businesses acquired. Goodwill is not amortized, but is tested for impairment annually, or more frequently when events and circumstances indicate that the carrying amount may be impaired. As part of our goodwill impairment analysis, we consider certain qualitative factors, such as performance, business forecasts and expansion plans. Using both the income approach and the market approach, we compare the fair value of each of our reporting units to carrying value. If the carrying amount of a reporting unit exceeds its estimated fair value, an impairment loss is recognized.

We determined the initial decline in market value below net asset value during the third quarter of 2021 was a sufficient indicator to trigger an interim goodwill impairment analysis as of the end of the eighth month of our fiscal year. Based on the results of our goodwill impairment analysis, the fair value of each reporting unit exceeded carrying value and goodwill was not impaired.

In addition, due to the proximity of the third quarter 2021 interim goodwill impairment analysis date to the annual assessment date, and to allow for a greater amount of time to analyze the assessment of goodwill in advance of our annual report filing deadline in future years, we updated our accounting policy to shift the annual impairment test from the last day of the fiscal year to the last day of the eighth month of the fiscal year in 2021 and future fiscal years. This change in date of the annual impairment test is not deemed material as the new measurement date of the eighth month of the fiscal year is in relative close proximity to the previous measurement date and the year-end balance sheet date, is not expected to materially impact the goodwill analysis, and allows for more timely financial reporting on these estimates.

*Impairment of Long-lived Assets.* We assess the potential impairment of long-lived assets, principally property and equipment, whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Impairment indicators at the restaurant level include low operating cash flows, declining sales, if the ratio of trailing twelve months cash flows extended over the remaining lease term does not exceed the net book value of the asset group and consideration of the impact of a decline in the Company's market value. We determine if there is an impairment by comparing the carrying amount of the asset to the future undiscounted cash flows expected to be generated by our restaurants. If assets are determined to be impaired, the impairment charge is measured by calculating the amount by which the asset's carrying amount exceeds its fair value. In determining future cash flows, significant estimates are made by us with respect to future operating results of each restaurant over its remaining lease term, including sales trends, labor rates, commodity costs and other operating cost assumptions which can be impacted by changes in the business or economic conditions. Our fair value estimates are also subject to a high degree of judgment, including our ability to sell the related assets and changing market conditions. Should actual cash flows and our future estimates vary from those estimates used, we may be required to record impairment charges for these assets in the future.

*Lease Accounting.* We adopted Accounting Standards Codification ("ASC") 842, *Leases*, as of December 31, 2018, coinciding with the standard's effective date. We have operating and finance leases related to our restaurants. In accordance with ASC 842, we determine if an arrangement is a lease at inception. Operating leases are included in operating lease right-of-use ("ROU") assets and current and long term operating lease liabilities on our consolidated balance sheets. Finance leases are included in property and equipment and other current and long term liabilities on our consolidated balance sheets. Lease liabilities are calculated using the effective interest method and recognized at the commencement date based on the present value of lease payments over the reasonably certain lease term, regardless of classification, while the amortization of ROU assets varies depending upon classification. As our leases generally do not provide an implicit rate, we use a collateralized incremental borrowing rate ("IBR")

to determine the present value of lease payments. This analysis considers qualitative and quantitative factors. We adjust our selected IBR quarterly with a company-specific yield curve that approximates our market risk profile. The collateralized IBR is also based upon the estimated impact that the collateral has on the IBR.

*Valuation of Deferred Income Tax Assets.* Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to the years in which those differences are expected to be recovered or settled. Deferred tax assets are recognized to the extent we believe these assets will more likely than not be realized. In evaluating the realizability of our net deferred tax assets, we perform an assessment of positive and negative evidence, as required by ASC 740. ASC 740 prescribes that objective historical evidence, in particular our three-year cumulative loss position at January 2, 2022, be given a greater weight than subjective evidence, including our forecast of future taxable income, which include assumptions that cannot be objectively verified. In determining the likelihood of future realization of the deferred income tax assets as of January 2, 2022 and January 3, 2021 we considered both positive and negative evidence and weighted the effect of such evidence based upon its objectivity. Based on the required weight of evidence under ASC 740, as of January 2, 2022 we determined that a valuation allowance was needed for certain income tax credits in the amount of \$24.4 million as they may expire prior to their utilization. The amount of the deferred tax asset considered realizable, however, could be adjusted if estimates of future taxable income during the carryforward period are reduced or increased or if objective negative evidence in the form of cumulative losses is no longer present and additional weight may be given to subjective evidence such as projections for growth. We will continue to monitor and evaluate the positive and negative evidence considered in arriving at the above conclusion, in order to assess whether such conclusion remains appropriate in future periods.

We must also make estimates of certain items that relate to current and deferred tax liabilities. These estimates include employer tax credits for items such as the Work Opportunity Tax Credit, as well as estimates of tax depreciation based on methods anticipated to be used on our tax returns. These estimates are made based on the best available information at the time of the estimate and historical experience.

## **ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK**

### **Interest Rate Risk**

We are exposed to market risk associated with fluctuations in interest rates, primarily limited to borrowings under our Senior Credit Facilities in excess of the amounts covered by our interest rate swap. At January 2, 2022, there were outstanding borrowings of \$171.9 million under our Senior Credit Facilities of which \$120 million was fixed according to the terms of our interest rate swap. A 1% change in interest rates would have resulted in a \$2.8 million change to interest expense for the year ended January 2, 2022 and a \$3.3 million change to interest expense for the year ended January 3, 2021.

At January 2, 2022, borrowings under the Senior Credit Facilities bore interest as follows (all terms as defined in our Senior Credit Facilities):

(i) Revolving Credit Facility: at a rate per annum equal to (a) the Alternate Base Rate (as defined in the Senior Credit Facilities) plus 2.50% or (b) LIBOR Rate (as defined in the Senior Credit Facilities) plus 3.50%.

(ii) Term Loan B Facility borrowings: at a rate per annum equal to (a) the Alternate Base Rate (as defined in the Senior Credit Facilities) plus 2.25% or (b) LIBOR Rate (as defined in the Senior Credit Facilities) plus 3.25%.

As of January 2, 2022, there were no revolving credit borrowings outstanding and \$9.0 million of letters of credit issued under the Revolving Credit Facility. After reserving for issued letters of credit and outstanding revolving credit borrowings, \$206.0 million was available for revolving credit borrowings under the Revolving Credit Facility at January 2, 2022.

### **Commodity Price Risk**

We are exposed to market price fluctuations in beef and other food product prices caused by weather, market conditions, including sourcing of various products internationally, and other factors which are not considered predictable or within our control. Given the historical volatility of beef and other food product prices, this exposure can impact our food and beverage costs. Although many of the products purchased are subject to changes in commodity prices, certain purchasing contracts or pricing arrangements have been negotiated in advance to minimize price volatility. Where possible, these types of purchasing techniques to control costs are used as an

alternative to using financial instruments to hedge commodity prices. We are dependent on our national purchasing cooperatives, RSI for the Burger King system and SMS for the Popeyes system, for sourcing our products and related supplies and managing relationships with approved distributors. In many cases, we believe we will be able to address commodity cost increases that are significant and appear to be long-term in nature by adjusting our menu pricing. However, long-term increases in commodity prices may result in lower restaurant-level operating margins.

#### **ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA**

The financial statements and supplementary data of Carrols Restaurant Group, Inc. required by this Item are described in Item 15 of this Annual Report on Form 10-K and are presented beginning on page F-1.

#### **ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE**

None.

#### **ITEM 9A. CONTROLS AND PROCEDURES**

*Disclosure Controls and Procedures.* Our senior management is responsible for establishing and maintaining disclosure controls and procedures (as defined in Rule 13a-15(e) and Rule 15d-15(e) under the Exchange Act), designed to ensure that information required to be disclosed by us in the reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the SEC's rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by an issuer in the reports that it files or submits under the Exchange Act is accumulated and communicated to the issuer's management, including its principal executive officer or officers and principal financial officer or officers, or persons performing similar functions, as appropriate to allow timely decisions regarding required disclosure.

*Evaluation of Disclosure Controls and Procedures.* We have evaluated the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act) as of the end of the period covered by this report, with the participation of our Chief Executive Officer and Chief Financial Officer, as well as other key members of our management. Based on this evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective as of January 2, 2022.

*Changes in Internal Control over Financial Reporting.* No changes occurred in our internal control over financial reporting during the fourth quarter of 2021 that materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

#### **Management's Report on Internal Control Over Financial Reporting**

Our senior management is responsible for establishing and maintaining adequate internal control over financial reporting (as defined in Rule 13a-15(f) and Rule 15d-15(f) under the Exchange Act), designed to ensure that information required to be disclosed by us in the reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the SEC's rules and forms.

Because of inherent limitations, a system of internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Management has evaluated the effectiveness of its internal control over financial reporting as of January 2, 2022 based on the criteria set forth in a report entitled *Internal Control-Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). Based on this evaluation, we have concluded that, as of January 2, 2022, our internal control over financial reporting was effective based on those criteria.

Our independent registered public accounting firm, Deloitte & Touche LLP, has issued an audit report on the effectiveness of our internal control over financial reporting and their report is included herein.

## REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the shareholders and the Board of Directors of Carrols Restaurant Group, Inc.

### Opinion on Internal Control over Financial Reporting

We have audited the internal control over financial reporting of Carrols Restaurant Group, Inc. and subsidiaries (the “Company”) as of January 2, 2022, based on criteria established in Internal Control — Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of January 2, 2022, based on criteria established in Internal Control — Integrated Framework (2013) issued by COSO.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated financial statements and consolidated financial statement schedule listed in the Index at Item 15(a)2 as of and for the year ended January 2, 2022 of the Company and our report dated March 10, 2022 expressed an unqualified opinion on those consolidated financial statements.

### Basis for Opinion

The Company’s management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management’s Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company’s internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

### Definition and Limitations of Internal Control over Financial Reporting

A company’s internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company’s internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company’s assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ Deloitte & Touche LLP

Rochester, New York

March 10, 2022

**ITEM 9B. OTHER INFORMATION**

None.

**ITEM 9C. DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS**

None.

## **PART III**

### **ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE**

Incorporated by reference from our Definitive Proxy Statement to be filed in connection with the 2022 Annual Meeting of Stockholders.

We have adopted a written code of ethics applicable to our directors, officers and employees in accordance with the rules of The NASDAQ Stock Market and the SEC. We make our code of ethics available free of charge through our internet website, [www.carrols.com](http://www.carrols.com). We will disclose on our website amendments to or waivers from our code of ethics in accordance with all applicable laws and regulations.

### **ITEM 11. EXECUTIVE COMPENSATION**

Incorporated by reference from our Definitive Proxy Statement to be filed in connection with the 2022 Annual Meeting of Stockholders.

### **ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS**

Incorporated by reference from our Definitive Proxy Statement to be filed in connection with the 2022 Annual Meeting of Stockholders.

### **ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR**

Incorporated by reference from our Definitive Proxy Statement to be filed in connection with the 2022 Annual Meeting of Stockholders.

### **ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES**

Incorporated by reference from our Definitive Proxy Statement to be filed in connection with the 2022 Annual Meeting of Stockholders.

## PART IV

### ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

#### (a) (1) Financial Statements - Carrols Restaurant Group, Inc. and Subsidiary

	<b>Page</b>
CARROLS RESTAURANT GROUP, INC. AND SUBSIDIARY	
<a href="#">Report of Independent Registered Public Accounting Firm (PCAOB ID No. 34)</a>	<a href="#">F- 1</a>
Financial Statements:	
<a href="#">Consolidated Balance Sheets</a>	<a href="#">F- 4</a>
<a href="#">Consolidated Statements of Comprehensive Income (Loss)</a>	<a href="#">F- 5</a>
<a href="#">Consolidated Statements of Changes in Stockholders' Equity</a>	<a href="#">F- 6</a>
<a href="#">Consolidated Statements of Cash Flows</a>	<a href="#">F- 7</a>
<a href="#">Notes to Consolidated Financial Statements</a>	<a href="#">F- 8</a>

#### (a) (2) Financial Statement Schedule

<b>Schedule</b>	<b>Description</b>	<b>Page</b>
<b>II</b>	<a href="#">Valuation and Qualifying Accounts</a>	<a href="#">F-40</a>

Schedules other than those listed are omitted for the reason that they are not required, not applicable, or the required information is shown in the financial statements or notes thereto.

#### (a) (3) Exhibits

##### EXHIBIT INDEX

<b>Exhibit Number</b>	<b>Description</b>
2.1	<a href="#">Asset Purchase Agreement, dated as of March 26, 2012, among Carrols Restaurant Group, Inc., Carrols LLC and Burger King Corporation (incorporated by reference to Exhibit 2.1 to Carrols Restaurant Group, Inc.'s Current Report on Form 8-K filed on March 28, 2012)</a>
2.2	<a href="#">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 (incorporated by reference to Exhibit 2.1 to Carrols Restaurant Group, Inc.'s Current Report on Form 8-K filed on February 25, 2019)</a>
3.1	<a href="#">Amended and Restated Certificate of Incorporation of Carrols Restaurant Group, Inc. (incorporated by reference to Exhibit 3.1 to Carrols Restaurant Group Inc.'s Current Report on Form 8-K filed on May 6, 2019)</a>
3.2	<a href="#">Certificate of Amendment to Amended and Restated Certificate of Incorporation of Carrols Restaurant Group, Inc. (incorporated by reference to Exhibit 3.2 to Carrols Restaurant Group, Inc.'s Current Report on Form 8-K filed on May 6, 2019)</a>
3.3	<a href="#">Certificate of Amendment to Amended and Restated Certificate of Incorporation of Carrols Restaurant Group, Inc. (incorporated by reference to Exhibit 3.3 to Carrols Restaurant Group, Inc.'s Annual Report on Form 10-K filed on March 13, 2020)</a>
3.4	<a href="#">Amended and Restated Bylaws of Carrols Restaurant Group, Inc. (incorporated by reference to Exhibit 3.3 to Carrols Restaurant Group Inc.'s Current Report on Form 8-K filed on May 6, 2019)</a>
3.5	<a href="#">Amendment to Carrols Restaurant Group, Inc. Amended and Restated Bylaws (incorporated by reference to Exhibit 3.4 to Carrols Restaurant Group, Inc.'s Current Report on Form 8-K filed on May 6, 2019)</a>
3.6	<a href="#">Second Amendment to Amended and Restated Bylaws of Carrols Restaurant Group, Inc. (incorporated by reference to Exhibit 3.3 to Carrols Restaurant Group, Inc.'s Annual Report on Form 10-K filed on March 13, 2020)</a>
3.7	<a href="#">Carrols Restaurant Group, Inc. Certificate of Designation of Series A Convertible Preferred Stock (incorporated by reference to Exhibit 3.1 to Carrols Restaurant Group, Inc.'s Current Report on Form 8-K filed on June 1, 2012)</a>

- 3.8 [Carrols Restaurant Group, Inc. Certificate of Designation of Series B Convertible Preferred Stock \(incorporated by reference to Exhibit 4.1 to Carrols Restaurant Group, Inc.'s Current Report on Form 8-K filed on May 6, 2019\)](#)
- 3.9 [Certificate of Amendment to Certificate of Designation of Series B Convertible Preferred Stock of Carrols Restaurant Group, Inc. \(incorporated by reference to Exhibit 3.3 to Carrols Restaurant Group, Inc.'s Annual Report on Form 10-K filed on March 13, 2020\)](#)
- 3.10 [Form of Carrols Restaurant Group, Inc. Certificate of Retirement of Series A Convertible Preferred Stock \(incorporated by reference to Exhibit 3.2 to Carrols Restaurant Group, Inc.'s Current Report on Form 8-K filed on December 3, 2018\)](#)
- 3.11 [Certificate of Designations of Series C Convertible Preferred Stock of Carrols Restaurant Group, Inc. \(incorporated by reference to Exhibit 4.2 to Carrols Restaurant Group, Inc.'s Current Report on Form 8-K filed on May 6, 2019\)](#)
- 4.1 [Form of Registration Agreement by and among Carrols Restaurant Group, Inc., Atlantic Restaurants, Inc., Madison Dearborn Capital Partners, L.P., Madison Dearborn Capital Partners II, L.P., Alan Vituli, Daniel T. Accordino and Joseph A. Zirkman \(incorporated by reference to Exhibit 10.24 to Carrols Corporation's 1996 Annual Report on Form 10-K\)](#)
- 4.2 [Form of Stock Certificate for Common Stock \(incorporated by reference to Exhibit 4.1 to Carrols Restaurant Group, Inc.'s Quarterly Report on Form 10-Q filed on May 10, 2012\)](#)
- 4.3 [Form of Registration Rights Agreement between Carrols Restaurant Group Inc. and Burger King Corporation \(incorporated by reference to Exhibit 4.2 to Carrols Restaurant Group, Inc.'s Current Report on Form 8-K filed on March 28, 2012\)](#)
- 4.4 [Indenture governing the 8% Senior Secured Second Lien Notes due 2022, dated as of April 29, 2015, among Carrols Restaurant Group, Inc., the guarantors named therein and The Bank of New York Mellon Trust Company, N.A., as trustee \(incorporated by reference to Exhibit 4.1 to Carrols Restaurant Group, Inc.'s Quarterly Report on Form 10-Q filed on May 6, 2015\)](#)
- 4.5 [Form of 8% Senior Secured Second Lien Notes due 2022 \(incorporated by reference to Exhibit 4.8\)](#)
- 4.6 [Registration Rights Agreement, dated as of April 29, 2015, among Carrols Restaurant Group, Inc., the guarantors named therein and Wells Fargo Securities, LLC \(incorporated by reference to Exhibit 4.3 to Carrols Restaurant Group, Inc.'s Quarterly Report on Form 10-Q filed on May 6, 2015\)](#)
- 4.7 [Registration Rights Agreement, dated as of June 23, 2017, among Carrols Restaurant Group, Inc., the guarantors named therein and Wells Fargo Securities, LLC \(incorporated by reference to Exhibit 10.2 to Carrols Restaurant Group, Inc.'s Quarterly Report on Form 10-Q filed on August 9, 2017\)](#)
- 4.8 [Supplemental Indenture, dated as of July 6, 2017, among Carrols Restaurant Group, Inc., Republic Foods, Inc. and The Bank of New York Mellon Trust Company, N.A., as trustee \(incorporated by reference to Exhibit 10.3 to Carrols Restaurant Group, Inc.'s Quarterly Report on Form 10-Q filed on August 9, 2017\)](#)
- 4.9 [Registration Rights Agreement between Carrols Holdco Inc. and Cambridge Franchise Holdings, LLC \(incorporated by reference to Exhibit 4.3 to Carrols Restaurant Group, Inc.'s Current Report on Form 8-K filed on May 6, 2019\)](#)
- 4.10 [Description of Capital Stock \(incorporated by reference to Carrols Restaurant Group, Inc.'s Annual Report on Form 10-K filed on March 11, 2021\)](#)
- 4.11 [Indenture governing the 5.875% Senior Notes due 2029, dated as of June 28, 2021, among Carrols Restaurant Group, Inc., the guarantors named therein and The Bank of New York Mellon Trust Company, N.A., as trustee \(incorporated by reference to Exhibit 10.1 to Carrols Restaurant Group, Inc.'s Current Report on Form 8-K filed on June 30, 2021\)](#)
- 4.12 [Form of 5.875% Senior Notes due 2029 \(incorporated by reference to Exhibit 4.11\)](#)
- 10.1 [Carrols Corporation Retirement Savings Plan dated April 1, 1999 \(incorporated by reference to Exhibit 10.29 to Carrols Corporation's 1999 Annual Report on Form 10-K\) †](#)
- 10.2 [Carrols Corporation Retirement Savings plan July 1, 2002 Restatement \(incorporated by reference to Exhibit 10.29 to Carrols Corporation's September 29, 2002 Quarterly Report on Form 10-Q\) †](#)
- 10.3 [Addendum incorporating EGTRRA Compliance Amendment to Carrols Corporation Retirement Savings Plan dated September 12, 2002 \(incorporated by reference to Exhibit 10.30 to Carrols Corporation's September 29, 2002 Quarterly Report on Form 10-Q\) †](#)
- 10.4 [First Amendment, dated as of January 1, 2004, to Carrols Corporation Retirement Savings Plan \(incorporated by reference to Exhibit 10.35 to Carrols Corporation's December 31, 2003 Annual Report on Form 10-K\) †](#)

- 10.5 [2006 Stock Incentive Plan \(incorporated by reference to Exhibit 10.27 to Carrols Restaurant Group Inc.'s Registration Statement on Form S-1, as amended \(Registration No. 333-137524\)\)](#)†
- 10.6 [Amendment to Carrols Restaurant Group, Inc. 2006 Stock Incentive Plan, dated as of March 24, 2010 \(incorporated by reference to Appendix A of Carrols Restaurant Group, Inc.'s Definitive Proxy Statement filed on April 28, 2011\)](#)†
- 10.7 [Amendment to Carrols Restaurant Group, Inc. 2006 Stock Incentive Plan, dated as of April 11, 2011 \(incorporated by reference to Appendix A of Carrols Restaurant Group, Inc.'s Definitive Proxy Statement filed on April 28, 2011\)](#)†
- 10.8 [2016 Stock Incentive Plan \(incorporated by reference to Appendix A to Carrols Restaurant Group, Inc.'s Definitive Proxy Statement on Schedule 14A filed on April 29, 2016\)](#)†
- 10.9 [Form of Change of Control/Severance Agreement \(incorporated by reference to Exhibit 10.1 to Carrols Restaurant Group Inc.'s Current Report on Form 8-K filed on June 7, 2013\)](#)†
- 10.10 [Form of Change of Control and Severance Agreement \(incorporated by reference to Exhibit 10.2 to Carrols Restaurant Group Inc.'s Current Report on Form 8-K filed on June 7, 2013\)](#)†
- 10.11 [Form of Agreement, by and among Carrols Restaurant Group, 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 \(incorporated by reference to Exhibit 10.31 to Carrols Restaurant Group Inc.'s Registration Statement on Form S-1, as amended \(Registration No. 333-137524\)\)](#)
- 10.12 [Form of Amendment No. 1 to Registration Agreement, by and among Carrols Restaurant Group, 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 \(incorporated by reference to Exhibit 10.32 to Carrols Restaurant Group Inc.'s Registration Statement on Form S-1, as amended \(Registration No. 333-137524\)\)](#)
- 10.13 [Employment Agreement dated as of December 22, 2011 among Carrols Restaurant Group, Inc., Carrols LLC and Daniel T. Accordino \(incorporated by reference to Exhibit 10.1 to Carrols Restaurant Group, Inc.'s Current Report on Form 8-K filed on December 27, 2011\)](#)†
- 10.14 [First Amendment to Employment Agreement, dated as of September 6, 2013, among Carrols Restaurant Group, Inc., Carrols LLC and Daniel T. Accordino \(incorporated by reference to Exhibit 10.1 to Carrols Restaurant Group, Inc.'s Current Report on Form 8-K filed on September 11, 2013\)](#)†
- 10.15 [Amended and Restated Carrols Corporation and Subsidiaries Deferred Compensation Plan dated December 1, 2008 \(incorporated by reference to Exhibit 10.23 to Carrols Restaurant Group's and Carrols Corporation's 2008 Annual Report on Form 10-K\)](#)†
- 10.16 [Separation and Distribution Agreement dated as of April 24, 2012 among Carrols Restaurant Group, Inc., Carrols Corporation, Carrols LLC and Fiesta Restaurant Group, Inc. \(incorporated by reference to Exhibit 10.1 to Carrols Restaurant Group, Inc.'s Current Report on Form 8-K filed on April 26, 2012\)](#)
- 10.17 [Tax Matters Agreement dated as of April 24, 2012 among Carrols Restaurant Group, Inc., Carrols Corporation, Carrols LLC and Fiesta Restaurant Group, Inc. \(incorporated by reference to Exhibit 10.2 to Carrols Restaurant Group, Inc.'s Current Report on Form 8-K filed on April 26, 2012\)](#)
- 10.18 [Employee Matters Agreement dated as of April 24, 2012 among Carrols Restaurant Group, Inc., Carrols Corporation, Carrols LLC and Fiesta Restaurant Group, Inc. \(incorporated by reference to Exhibit 10.3 to Carrols Restaurant Group, Inc.'s Current Report on Form 8-K filed on April 26, 2012\)](#)
- 10.19 [Transition Services Agreement dated as of April 24, 2012 among Carrols Restaurant Group, Inc., Carrols Corporation, Carrols LLC and Fiesta Restaurant Group, Inc. \(incorporated by reference to Exhibit 10.4 to Carrols Restaurant Group, Inc.'s Current Report on Form 8-K filed on April 26, 2012\)](#)
- 10.20 [Amendment No. 1 to Asset Purchase Agreement, dated as of May 30, 2012, among Carrols Restaurant Group, Inc., Carrols LLC and Burger King Corporation \(incorporated by reference to Exhibit 10.3 to Carrols Restaurant Group, Inc.'s Current Report on Form 8-K filed on June 1, 2012\)](#)
- 10.21 [Second Lien Security Agreement, dated as of April 29, 2015, among Carrols Restaurant Group, Inc., the guarantors named therein and The Bank of New York Mellon Trust Company, N.A., as collateral agent \(incorporated by reference to Exhibit 10.1 to Carrols Restaurant Group, Inc.'s Quarterly Report on Form 10-Q filed on May 6, 2015\)](#)
- 10.22 [Preferred Stock Exchange Agreement between Carrols Restaurant Group, Inc. and Burger King Corporation, dated as of November 30, 2018 \(incorporated by reference to Exhibit 10.1 to Carrols Restaurant Group, Inc.'s Current Report on Form 8-K filed on December 3, 2018\)](#)

- 10.23 [Form of Area Development and Remodeling Agreement between Carrols LLC, Carrols Restaurant Group, Inc. and Burger King Corporation \(incorporated by reference to Exhibit 10.1 to Carrols Restaurant Group, Inc.'s Current Report on Form 8-K filed on February 25, 2019\)](#)
- 10.24 [Credit Agreement dated as of April 30, 2019 among Carrols Restaurant Group, Inc., the guarantors named therein, Wells Fargo Bank, National Association, as administrative agent, and the lenders party thereto \(incorporated by reference to Exhibit 10.1 to Carrols Restaurant Group, Inc.'s Current Report on Form 8-K filed on May 6, 2019\)](#)
- 10.25 [First Amendment to Credit Agreement dated as of December 13, 2019 among Carrols Restaurant Group, Inc., the guarantors named therein, Wells Fargo Bank, National Association, as administrative agent and the lenders party thereto \(incorporated by reference to Carrols Restaurant Group, Inc.'s Current Report on Form 8-K filed on December 18, 2019\)](#)
- 10.26 [Security Agreement dated as of April 30, 2019 among Carrols Restaurant Group, Inc., the guarantors named therein, and Wells Fargo Bank, National Association, as administrative agent \(incorporated by reference to Exhibit 10.2 to Carrols Restaurant Group, Inc.'s Current Report on Form 8-K filed on May 6, 2019\)](#)
- 10.27 [Voting Agreement dated as of April 30, 2019 among Carrols Restaurant Group, Inc., Burger King Corporation, Blue Holdco 1, LLC and Cambridge Franchise Holdings, LLC \(incorporated by reference to Exhibit 10.3 to Carrols Restaurant Group, Inc.'s Current Report on Form 8-K filed on May 6, 2019\)](#)
- 10.28 [Consent Agreement dated as of April 30, 2019 among Carrols Restaurant Group, Inc., Carrols Holdco Inc., Carrols Corporation, Burger King Corporation and Blue Holdco 1, LLC \(incorporated by reference to Exhibit 10.4 to Carrols Restaurant Group, Inc.'s Current Report on Form 8-K filed on May 6, 2019\)](#)
- 10.29 [Development Agreement dated as of October 9, 2017 between Popeyes Louisiana Kitchen Inc. and Cambridge Quality Chicken LLC \(incorporated by reference to Exhibit 10.1 to Carrols Restaurant Group, Inc.'s Quarterly Report on Form 10-Q filed on May 10, 2019\)](#)
- 10.30 [First Amendment to Development Agreement dated as of June 27, 2018 among Popeyes Louisiana Kitchen Inc., Cambridge Quality Chicken, LLC, Frayser Quality, LLC, Cambridge Chicken Holdings, LLC, Matt Perelman and Alex Sloane \(incorporated by reference to Exhibit 10.2 to Carrols Restaurant Group, Inc.'s Quarterly Report on Form 10-Q filed on May 10, 2019\)](#)
- 10.31 [Offer Letter dated as of November 20, 2019 between Carrols Restaurant Group, Inc. and Anthony Hull \(incorporated by reference to Exhibit 3.3 to Carrols Restaurant Group, Inc.'s Annual Report on Form 10-K filed on March 13, 2020\)†](#)
- 10.32 [Second Amendment to Credit Agreement dated as of March 25, 2020 among Carrols Restaurant Group, Inc., certain subsidiaries party thereto, Wells Fargo Bank, National Association and the lenders party thereto \(incorporated by reference to Exhibit 10.1 to Carrols Restaurant Group, Inc.'s Quarter Report on Form 10-Q filed on May 7, 2020\)](#)
- 10.33 [Third Amendment to Credit Agreement dated as of April 8, 2020 among Carrols Restaurant Group, Inc., certain subsidiaries party thereto, Wells Fargo Bank, National Association and the lenders party thereto \(incorporated by reference to Exhibit 10.2 to Carrols Restaurant Group, Inc.'s Quarter Report on Form 10-Q filed on May 7, 2020\)](#)
- 10.34 [Form of Fourth Amendment to Credit Agreement dated as of April 16, 2020 among Carrols Restaurant Group, Inc., certain subsidiaries party thereto, Wells Fargo Bank, National Association and the lenders party thereto \(incorporated by reference to Exhibit 10.3 to Carrols Restaurant Group, Inc.'s Quarter Report on Form 10-Q filed on May 7, 2020\)](#)
- 10.35 [Letter Agreement dated as of March 25, 2020 among Carrols Restaurant Group, Inc., Wells Fargo Securities LLC, Wells Fargo Bank, National Association and Trust Bank \(incorporated by reference to Exhibit 10.4 to Carrols Restaurant Group, Inc.'s Quarter Report on Form 10-Q filed on May 7, 2020\)](#)
- 10.36 [Fifth Amendment to Credit Agreement dated as of June 23, 2020 among Carrols Restaurant Group, Inc., certain subsidiaries party thereto, Wells Fargo Bank, National Association and the lenders party thereto \(incorporated by reference to Exhibit 10.1 to Carrols Restaurant Group, Inc.'s Quarter Report on Form 10-Q filed on August 6, 2020\)](#)
- 10.37 [Amendment to Carrols Restaurant Group, Inc. 2016 Stock Incentive Plan \(incorporated by reference to Exhibit 10.1 to Carrols Restaurant Group, Inc.'s Quarterly Report on Form 10-Q filed on November 5, 2020\)†](#)

- 10.38 [Amended and Restated Area Development Agreement dated as of January 4, 2021 among Carrols Restaurant Group, Inc., Carrols Holdco Inc., Carrols Corporation, Carrols LLC and Burger King Corporation \(incorporated by reference to Exhibit 10.1 to Carrols Restaurant Group, Inc.'s Current Report on Form 8-K filed on January 8, 2021\)](#)
- 10.39 [Employment Agreement dated as of February 9, 2021 between Carrols Restaurant Group, Inc. and Carl Hauch \(incorporated by reference to Exhibit 10.1 to Carrols Restaurant Group, Inc.'s Current Report on Form 8-K filed on February 9, 2021\)†](#)
- 10.40 [Form of Restricted Stock Inducement Award Agreement \(incorporated by reference to Exhibit 10.2 to Carrols Restaurant Group, Inc.'s Current Report on Form 8-K filed on February 9, 2021\)†](#)
- 10.41 [Termination of Development Agreement and General Release dated March 17, 2021 by and among Popeyes Louisiana Kitchen, Inc., Cambridge Quality Chicken, LLC, Cambridge Chicken Holdings, LLC and Frayser Quality, LLC \(incorporated by reference to Exhibit 10.1 to Carrols Restaurant Group, Inc.'s Current Report on Form 8-K filed on March 19, 2021\)](#)
- 10.42 [Amendment No.1 to Registration Rights and Stockholders' Agreement dated as of April 1, 2021 between Carrols Restaurant Group, Inc. and Cambridge Franchise Holdings, LLC \(incorporated by reference to Exhibit 4.1 to Carrols Restaurant Group, Inc.'s Quarterly Report on Form 10-Q filed on May 13, 2021\)](#)
- 10.43 [Sixth Amendment to Credit Agreement dated as of April 6, 2021 among Carrols Restaurant Group, Inc., certain subsidiaries party thereto, Wells Fargo Bank, National Association and the lenders party thereto \(incorporated by reference to Exhibit 10.1 to Carrols Restaurant Group, Inc.'s Quarterly Report on Form 10-Q filed on May 13, 2021\)](#)
- 10.44 [Offer Letter dated October 4, 2018 between Carrols Restaurant Group, Inc. and Nathan Mucher \(incorporated by reference to Exhibit 10.2 to Carrols Restaurant Group, Inc.'s Quarterly Report on Form 10-Q filed on May 13, 2021\)†](#)
- 10.45 [Second Amendment to Carrols Restaurant Group, Inc. 2016 Stock Incentive Plan \(incorporated by reference to Exhibit 10.1 to Carrols Restaurant Group, Inc.'s Current Report on Form 8-K filed on June 22, 2021\) \(incorporated by reference to Exhibit 10.1 to Carrols Restaurant Group, Inc.'s Current Report on Form 8-K filed on June 22, 2021\).†](#)
- 10.46 [Form of Seventh Amendment to Credit Agreement dated as of June 28, 2021 among Carrols Restaurant Group, Inc., certain subsidiaries party thereto, Wells Fargo Bank, National Association and the lenders party thereto \(incorporated by reference to Exhibit 10.2 to Carrols Restaurant Group, Inc.'s Current Report on Form 8-K filed on June 30, 2021\)](#)
- 10.47 [Form of Change of Control and Severance Agreement \(entered into by each of Anthony Hull, Jared Landaw and Nathan Mucher\) \(incorporated by reference to Exhibit 10.1 to Carrols Restaurant Group, Inc.'s Current Report on Form 8-K filed on July 1, 2021\) \(incorporated by reference to Exhibit 10.1 to Carrols Restaurant Group, Inc.'s Current Report on Form 8-K filed on July 1, 2021\)†](#)
- 10.48 [Form of Eighth Amendment to Credit Agreement dated as of September 30, 2021 among Carrols Restaurant Group, Inc., certain subsidiaries party thereto, Wells Fargo Bank, National Association and the lenders party thereto \(incorporated by reference to Exhibit 10.1 to Carrols Restaurant Group, Inc.'s Current Report on Form 8-K filed on September 30, 2021\)](#)
- 10.49 [Separation and Release of Claims Agreement dated as of August 2, 2021 between Carrols Restaurant Group, Inc. and Carl Hauch \(incorporated by reference to Exhibit 10.1 to Carrols Restaurant Group, Inc.'s Quarterly Report on Form 10-Q filed on November 10, 2021\)†](#)
- 10.50 [Transition Agreement dated as of September 23, 2021 among Carrols Restaurant Group, Inc., Carrols LLC and Daniel T. Accordino \(incorporated by reference to Exhibit 10.2 to Carrols Restaurant Group, Inc.'s Quarterly Report on Form 10-Q filed on November 10, 2021\)†](#)
- 10.51 [Form of Retention Bonus Agreement \(incorporated by reference to Exhibit 10.1 to Carrols Restaurant Group, Inc.'s Current Report on Form 8-K filed on December 20, 2021\)†](#)
- 10.52 [Offer Letter dated as of February 18, 2022 between Carrols Restaurant Group, Inc. and Paulo Pena † #](#)
- 10.53 [Form of Change of Control and Severance Agreement among Carrols Restaurant Group, Inc., Carrols Holdco Inc., Carrols Corporation, Carrols LLC and Paulo Pena † #](#)
- 10.54 [Offer Letter dated January 13, 2021 between Carrols Restaurant Group, Inc. and Jared Landaw † #](#)
- 21.1 [List of Subsidiaries #](#)
- 23.1 [Consent of Deloitte & Touche LLP #](#)

- 31.1 [Chief Executive Officer's Certificate Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 for Carrols Restaurant Group, Inc.#](#)
- 31.2 [Chief Financial Officer's Certificate Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 for Carrols Restaurant Group, Inc.#](#)
- 32.1 [Chief Executive Officer's Certificate Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 for Carrols Restaurant Group, Inc.#](#)
- 32.2 [Chief Financial Officer's Certificate Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 for Carrols Restaurant Group, Inc.#](#)
- 101.INS XBRL Instance Document
- 101.SCH XBRL Taxonomy Extension Schema Document
- 101.CAL XBRL Taxonomy Extension Calculation Linkbase Document
- 101.DEF XBRL Taxonomy Extension Definition Linkbase Document
- 101.LAB XBRL Taxonomy Extension Label Linkbase Document
- 101.PRE XBRL Taxonomy Extension Presentation Linkbase Document

# Filed herewith.  
† Compensatory plan or arrangement

**ITEM 16. FORM 10-K SUMMARY**

None.

## REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the stockholders and the Board of Directors of Carrols Restaurant Group, Inc.

### Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Carrols Restaurant Group, Inc. and subsidiaries (the "Company") as of January 2, 2022 and January 3, 2021, the related consolidated statements of comprehensive income (loss), changes in stockholders' equity, and cash flows for each of the three years in the period ended January 2, 2022, and the related notes and the schedule listed in the Index at Item 15(a)2 (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of January 2, 2022 and January 3, 2021, and the results of its operations and its cash flows for each of the three years in the period ended January 2, 2022, in conformity with accounting principles generally accepted in the United States of America.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of January 2, 2022, based on criteria established in Internal Control — Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated March 10, 2022 expressed an unqualified opinion on the Company's internal control over financial reporting.

### Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

### Critical Audit Matters

The critical audit matters communicated below are matters arising from the current-period audit of the financial statements that was communicated or required to be communicated to the audit committee and that (1) relates to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

#### ***Impairment of Long-Lived Assets and Other Lease Charges – Refer to Notes 1 and 6 to the financial statements***

##### *Critical Audit Matter Description*

As disclosed in the consolidated financial statements property and equipment, net were \$337.7 million as of January 2, 2022. Impairment is reviewed whenever events or changes in circumstances indicate that the carrying amounts of these assets may not be fully recoverable. As discussed in Note 5 to the financial statements, the Company recognized impairment and other lease charges for long-lived assets of \$4.5 million during the year ended January 2, 2022.

If an indicator of impairment exists for any restaurant assets, an estimate of the undiscounted future cash flows over the life of the primary asset for each restaurant is compared to that long-lived asset's carrying value.

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The determination of whether an impairment indicator has occurred involves the evaluation of subjective factors by management to assess what constitutes an event or change in circumstance that indicates a restaurant should be tested for recoverability, and therefore auditing the valuation of property and equipment involved especially subjective judgment.

#### **How the Critical Audit Matter Was Addressed in the Audit:**

Subjective auditor judgment was required to evaluate the completeness of management's assessment as to whether an event or change in circumstance indicates a restaurant's assets should be tested for recoverability. The primary procedures we performed to address this critical audit matter included the following:

We tested the effectiveness of controls over management's long-lived impairment process, including controls related to determining the completeness of management's assessment as to which events or changes in circumstance indicates a restaurant's assets should be tested for recoverability, most notably; low operating cash flows, declining sales and if the ratio of trailing twelve months cash flows extended over the remaining lease term does not exceed the net book value of the asset group, which are all utilized to identify a triggering event at the restaurant level.

We evaluated management's process for determining whether all potential indicators of impairment were appropriately identified, including:

- comparing the consistency and precision of the methodology used to determine the proper impairment indicators by management to the relevant requirements of generally accepted accounting principles ("GAAP");
- considering current industry events, Company specific events, macroeconomic conditions through review of relevant industry publications, current news publications, analyst reports and Board of Directors' meeting minutes, in order to evaluate the completeness of events or changes in circumstances identified by management as indicators that the restaurant's asset should be tested for recoverability;
- assessing the completeness of the impairment indicators identified by the Company by reviewing historical performance of previously impaired restaurants before an impairment charge was recorded, and comparing such restaurants that exhibited such triggers to the restaurants identified by management for the current year impairment indicator test;
- for restaurants that are nearing the expiration of their original-lease end date, comparing the trailing twelve months cash flows extended over the remaining lease term to net book value of the asset group.

#### ***Goodwill – Refer to Notes 1 and 5 to the financial statements***

##### *Critical Audit Matter Description*

The Company's evaluation of goodwill for impairment involves the comparison of the fair value of each reporting unit to its carrying value.

As disclosed in the consolidated financial statements the Company's consolidated goodwill balance was \$124.5 million as of January 2, 2022. Goodwill is tested for impairment annually, or more frequently when events and circumstances indicate that the carrying amount may be impaired.

The Company determined the initial decline in market value below the Company's net asset value during the third quarter of 2021 was a sufficient indicator to trigger an interim goodwill impairment analysis as of the end of the eighth month of the Company's fiscal year. The Company used the market and income approaches to determine the fair value of its Burger King and Popeyes reporting units and determined that the fair value of the Burger Kings and Popeye's operations reporting unit exceeded its carrying value as of the measurement date and, therefore, no impairment was recognized.

We identified the impairment evaluation of goodwill for the Burger King and Popeye's operating unit as a critical audit matter because of the significant judgments made by management to estimate the fair value of this reporting unit. Performing audit procedures to evaluate the reasonableness of management's estimates and assumptions related to forecasted financial information, the discount rate, and market multiples required a high degree of auditor judgment and an increased extent of effort, including the need to involve our fair value specialists.

#### **How the Critical Audit Matter Was Addressed in the Audit:**

Our audit procedures related to management's judgments related to forecasts of future revenues, cost of sales, expenses, and weighted-average cost of capital for the Burger King and Popeyes reporting units included the following, among others:

- We tested the effectiveness of controls over management’s goodwill impairment assessment, including those over the determination of the fair value of the Burger King and Popeyes reporting units, such as controls related to management’s forecasted financial information, the discount rate and market multiples.
- We evaluated management’s ability to accurately forecast future sales growth and operating profit by comparing actual results to management’s historical forecasts.
- We evaluated the reasonableness of management’s projected restaurant sales and earnings before interest, taxes, depreciation and amortization (“EBITDA”) margins forecasts by comparing forecasts to (1) the actual historical results of the Burger King and Popeyes reporting units, (2) internal communications amongst management and the Board of Directors, (3) external communications made by management to analysts and investors, (4) evidence obtained throughout the audit, and (5) industry reports discussing the operating forecasts for the restaurant and quick service restaurant industries.

With the assistance of our fair value specialists, we:

- evaluated the valuation assumptions, including the selected discount rate and market multiples;
- tested the underlying source information and the mathematical accuracy of the calculation;
- developed a range of independent estimates and compared those to the discount rate selected by management.

/s/ Deloitte & Touche LLP

Rochester, New York  
March 10, 2022

We have served as the Company's auditor since 2005.

**CARROLS RESTAURANT GROUP, INC.**  
**CONSOLIDATED BALANCE SHEETS**  
**AS OF JANUARY 2, 2022 AND JANUARY 3, 2021**  
(In thousands, except share and per share amounts)

	January 2, 2022	January 3, 2021
<b>ASSETS</b>		
Current assets:		
Cash and cash equivalents	\$ 29,151	\$ 64,964
Trade and other receivables	16,644	19,862
Inventories	14,023	11,595
Prepaid rent	1,581	8,046
Prepaid expenses and other current assets	6,802	7,309
Refundable income taxes	147	169
Total current assets	68,348	111,945
Property and equipment, net (Note 4)	337,702	349,555
Franchise rights, net (Note 5)	326,769	334,597
Goodwill (Note 5)	124,451	122,619
Franchise agreements, at cost less accumulated amortization of \$14,608 and \$14,653, respectively	30,788	31,584
Operating right-of-use assets, net (Note 8)	791,763	799,962
Other assets	7,243	6,823
Total assets	\$ 1,687,064	\$ 1,757,085
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
Current liabilities:		
Current portion of long-term debt and finance lease liabilities (Note 9)	\$ 5,794	\$ 5,525
Current portion of operating lease liabilities (Note 8)	44,688	41,815
Accounts payable	31,164	27,596
Accrued interest	9,433	656
Accrued payroll, related taxes and benefits	50,855	49,417
Accrued real estate taxes	8,256	7,774
Other current liabilities	18,433	23,558
Total current liabilities	168,623	156,341
Long-term debt and finance lease liabilities, net of current portion (Note 9)	465,317	475,695
Operating lease liabilities (Note 8)	802,959	809,969
Deferred income taxes, net (Note 11)	7,617	11,362
Accrued postretirement benefits	1,552	1,523
Other liabilities (Note 7)	26,772	30,663
Total liabilities	1,472,840	1,485,553
Commitments and contingencies (Note 15)		
Stockholders' equity (Note 13):		
Preferred stock, par value \$.01; authorized 20,000,000 shares, issued and outstanding—100 shares	—	—
Voting common stock, par value \$.01; authorized—100,000,000 shares, issued—53,374,341 and 52,653,964 shares, respectively, and outstanding—49,932,558 and 49,389,382 shares, respectively	520	515
Additional paid-in capital	287,816	306,469
Accumulated deficit	(61,396)	(18,367)
Accumulated other comprehensive income (loss)	1,411	(3,015)
Treasury stock, at cost	(14,127)	(14,070)
Total stockholders' equity	214,224	271,532
Total liabilities and stockholders' equity	\$ 1,687,064	\$ 1,757,085

See accompanying notes to consolidated financial statements.

**CARROLS RESTAURANT GROUP, INC.**  
**CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)**  
**YEARS ENDED JANUARY 2, 2022, JANUARY 3, 2021 AND DECEMBER 29, 2019**  
(In thousands, except share and per share amounts)

	January 2, 2022	January 3, 2021	December 29, 2019
Revenue:			
Restaurant sales	\$ 1,652,370	\$ 1,547,502	\$ 1,452,516
Other revenue	—	—	10,249
Total revenue	<u>1,652,370</u>	<u>1,547,502</u>	<u>1,462,765</u>
Costs and expenses:			
Food, beverage and packaging costs	499,685	452,738	431,969
Restaurant wages and related expenses	549,933	498,127	485,278
Restaurant rent expense (Note 8)	122,662	118,444	107,147
Other restaurant operating expenses	257,774	236,059	227,364
Advertising expense	65,433	60,735	58,689
General and administrative (including stock-based compensation expense of \$6,234, \$5,223 and \$5,753, respectively)	83,660	84,051	84,734
Depreciation and amortization	80,798	81,727	74,674
Impairment and other lease charges (Note 6)	4,470	12,778	3,564
Other income, net (Note 10)	(1,186)	(1,271)	(1,911)
Total operating expenses	<u>1,663,229</u>	<u>1,543,388</u>	<u>1,471,508</u>
Income (loss) from operations	(10,859)	4,114	(8,743)
Interest expense	28,791	27,283	27,856
Loss on extinguishment of debt (Note 9)	8,538	—	7,443
Loss before income taxes	(48,188)	(23,169)	(44,042)
Provision (benefit) for income taxes (Note 11)	(5,159)	6,294	(12,123)
Net loss	<u>\$ (43,029)</u>	<u>\$ (29,463)</u>	<u>\$ (31,919)</u>
Basic and diluted net loss per share (Note 14)	\$ (0.86)	\$ (0.58)	\$ (0.74)
Weighted average common shares outstanding:			
Basic and diluted	49,899,274	50,751,185	43,421,715
Comprehensive loss, net of tax:			
Net loss	\$ (43,029)	\$ (29,463)	\$ (31,919)
Other comprehensive income (loss)	4,426	(5,284)	1,268
Comprehensive loss	<u>\$ (38,603)</u>	<u>\$ (34,747)</u>	<u>\$ (30,651)</u>

See accompanying notes to consolidated financial statements.

**CARROLS RESTAURANT GROUP, INC.**  
**CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY**  
**YEARS ENDED JANUARY 2, 2022, JANUARY 3, 2021 AND DECEMBER 29, 2019**  
(In thousands, except share and per share amounts)

	Common Stock		Preferred Stock		Additional Paid-In Capital	Retained Earnings (Deficit)	Accumulated Other Comprehensive Income (Loss)	Treasury Stock		Total Stockholders' Equity
	Shares	Amount	Shares	Amount				Shares	Amount	
Balance at December 30, 2018	35,742,427	\$ 357	100	\$ —	\$ 150,459	\$ 35,511	\$ (646)	—	\$ (141)	\$ 185,540
Stock-based compensation	—	—	—	—	5,753	—	—	—	—	5,753
Vesting of non-vested shares	492,135	4	—	—	(4)	—	—	—	—	—
Issuance of common and preferred stock	7,364,413	74	10,000	—	145,259	—	—	—	—	145,333
Purchase of treasury stock	—	—	—	—	—	—	—	553,112	(4,017)	(4,017)
Retirement of treasury stock	—	—	—	—	(141)	—	—	—	141	—
Conversion of preferred stock to common stock	7,450,402	75	(10,000)	—	(75)	—	—	—	—	—
Net loss	—	—	—	—	—	(31,919)	—	—	—	(31,919)
Adoption of ASC 842, net of taxes (Note 2)	—	—	—	—	—	7,504	—	—	—	7,504
Change in postretirement benefit obligations, net of income tax of \$420	—	—	—	—	—	—	1,268	—	—	1,268
Balance at December 29, 2019	51,049,377	\$ 510	100	\$ —	\$ 301,251	\$ 11,096	\$ 622	553,112	\$ (4,017)	\$ 309,462
Stock-based compensation	—	—	—	—	5,223	—	—	—	—	5,223
Vesting of non-vested shares and restricted stock units	436,739	5	—	—	(5)	—	—	—	—	—
Purchase of treasury stock	—	—	—	—	—	—	—	1,543,622	(10,053)	(10,053)
Net loss	—	—	—	—	—	(29,463)	—	—	—	(29,463)
Change in valuation of interest rate swap, net of income tax of \$1,841 (Note 9)	—	—	—	—	—	—	(4,221)	—	—	(4,221)
Change in postretirement benefit obligations, net of income tax of \$194	—	—	—	—	—	—	584	—	—	584
Balance at January 3, 2021	51,486,116	\$ 515	100	\$ —	\$ 306,469	\$ (18,367)	\$ (3,015)	2,096,734	\$ (14,070)	\$ 271,532
Stock-based compensation	—	—	—	—	6,234	—	—	—	—	6,234
Vesting of non-vested shares and restricted stock units	551,395	5	—	—	(5)	—	—	—	—	—
Purchase of treasury stock	—	—	—	—	—	—	—	8,219	(57)	(57)
Special cash dividend	—	—	—	—	(24,882)	—	—	—	—	(24,882)
Net loss	—	—	—	—	—	(43,029)	—	—	—	(43,029)
Change in valuation of interest rate swap, net of income tax of \$2,002 (Note 9)	—	—	—	—	—	—	4,710	—	—	4,710
Change in postretirement benefit obligation, net of income tax of \$94	—	—	—	—	—	—	(284)	—	—	(284)
Balance at January 2, 2022	52,037,511	\$ 520	100	\$ —	\$ 287,816	\$ (61,396)	\$ 1,411	2,104,953	\$ (14,127)	\$ 214,224

See accompanying notes to consolidated financial statements.

**CARROLS RESTAURANT GROUP, INC.**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
**YEARS ENDED JANUARY 2, 2022, JANUARY 3, 2021 AND DECEMBER 29, 2019**  
(In thousands)

	January 2, 2022	January 3, 2021	December 29, 2019
Cash flows from operating activities:			
Net loss	\$ (43,029)	\$ (29,463)	\$ (31,919)
Adjustments to reconcile net loss to net cash provided by operating activities:			
Gain on disposals of property and equipment, including sale-leasebacks	8	(994)	(74)
Stock-based compensation	6,234	5,223	5,753
Impairment and other lease charges	4,470	12,778	3,564
Depreciation and amortization	80,798	81,727	74,674
Amortization of deferred financing costs	2,446	2,170	1,694
Amortization of bond premium and discount on debt	487	539	(80)
Deferred income taxes	(5,123)	6,026	(11,982)
Non-cash loss on extinguishment of debt	8,538	—	129
Changes in other operating assets and liabilities:			
Refundable income taxes	22	115	(284)
Trade and other receivables	3,218	(6,417)	(523)
Accounts payable	1,100	(5,927)	1,196
Accrued interest	8,777	(245)	(2,917)
Accrued payroll, related taxes and benefits	1,438	18,103	(538)
Other liabilities	903	10,993	238
Change in operating right-of-use assets and operating lease liabilities, net	8,147	10,906	3,980
Other	(7,563)	(1,589)	5,797
Net cash provided by operating activities	70,871	103,945	48,708
Cash flows used for investing activities:			
Capital expenditures:			
New restaurant development	(9,000)	(17,824)	(53,596)
Restaurant remodeling	(16,712)	(15,317)	(50,383)
Other restaurant capital expenditures	(17,045)	(13,064)	(18,922)
Corporate and restaurant information systems	(9,006)	(10,685)	(11,978)
Total capital expenditures	(51,763)	(56,890)	(134,879)
Acquisition of restaurants, net of cash acquired (Note 3)	(30,819)	—	(130,646)
Proceeds from sale of other assets	229	—	—
Proceeds from insurance recoveries	1,523	2,071	323
Properties purchased for sale-leaseback	—	(15,537)	(1,207)
Proceeds from sale-leaseback transactions	22,251	22,499	48,364
Net cash used for investing activities	(58,579)	(47,857)	(218,045)
Cash flows from financing activities:			
Proceeds from issuance of 5.875% Senior Notes due 2029	300,000	—	—
Principal payments on Term B and B-1 Loans	(321,375)	(4,625)	(2,125)
Proceeds from issuance of Term B and B-1 Loans	—	71,250	422,875
Retirement of 8% Senior Secured Second Lien Notes	—	—	(280,500)
Borrowings under revolving credit facility	47,063	150,000	436,000
Repayments under revolving credit facility	(47,063)	(195,750)	(390,250)
Proceeds from lease financing obligations	4,594	—	—
Special cash dividend paid	(24,882)	—	—
Principal payments on finance lease liabilities	(981)	(1,617)	(2,170)
Costs associated with financing long-term debt	(5,404)	(3,303)	(11,516)
Purchase of treasury shares	(57)	(10,053)	(4,017)
Net cash provided by (used for) financing activities	(48,105)	5,902	168,297
Net increase (decrease) in cash and cash equivalents	(35,813)	61,990	(1,040)
Cash and cash equivalents, beginning of period	64,964	2,974	4,014
Cash and cash equivalents, end of period	\$ 29,151	\$ 64,964	\$ 2,974
	January 2, 2022	January 3, 2021	December 29, 2019
Supplemental disclosures:			
Interest paid on long-term debt	\$ 16,976	\$ 24,714	\$ 29,055
Interest paid on lease financing obligations	104	104	104
Accruals for capital expenditures	2,858	1,241	15,062
Common stock issued for consideration in acquisition	—	—	145,333
Income taxes paid (refunded), net	(13)	153	144
Finance lease obligations acquired or incurred	6,383	754	49

See accompanying notes to consolidated financial statements.

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## **1. Business Description**

At January 2, 2022 Carrols Restaurant Group, Inc. ("Carrols Restaurant Group") operated, as franchisee, 1,026 Burger King restaurants in 23 Northeastern, Midwestern, Southcentral and Southeastern states and 65 Popeyes restaurants in seven Southeastern states. Carrols Restaurant Group is a holding company and conducts all of its operations through its direct and indirect wholly-owned subsidiaries Carrols Corporation and New CFH, LLC and their wholly-owned subsidiaries. Carrols Corporation's material direct and indirect wholly-owned subsidiaries include its wholly-owned subsidiary Carrols LLC, a Delaware limited liability company. New CFH LLC's material direct and indirect wholly-owned subsidiaries include Frayser Quality, LLC and Nashville Quality, LLC (and together with New CFH, LLC's immaterial direct and indirect subsidiaries, collectively, "New CFH"). Unless the context otherwise requires, Carrols Restaurant Group and its direct and indirect wholly-owned subsidiaries are collectively referred to as the "Company."

**COVID-19.** In March 2020, the World Health Organization declared the COVID-19 outbreak to be a global pandemic. The COVID-19 pandemic has significantly impacted the communities the Company's restaurants operate in as federal, state and local governments have taken a series of actions to contain its spread. In March 2020, the Company closed its dining rooms in all restaurants and modified operating hours in line with local ordinances and day-part sales trends. Over the course of the pandemic, each restaurant has operated according to its respective local governmental guidelines as well as safety procedures developed by Burger King and Popeyes. The COVID-19 pandemic and its impact on restaurants in communities in which the Company operates continues to evolve. During 2021, we saw a modest shift in guests returning to dining rooms, with take-out and dine-in representing approximately 14% of net sales in December of 2021, as compared to 10% of net sales in December of 2020 and 30% of net sales for all of 2019.

## **2. Significant Accounting Policies**

**Basis of Consolidation.** The accompanying consolidated financial statements include the accounts of the Company and its direct and indirect wholly-owned subsidiaries. All intercompany transactions have been eliminated in consolidation.

**Fiscal Year.** The Company uses a 52-53 week fiscal year ending on the Sunday closest to December 31. The fiscal years ended January 2, 2022 and December 29, 2019 each contained 52 weeks and the fiscal year ended January 3, 2021 contained 53 weeks.

**Use of Estimates.** The preparation of the consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the dates of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting periods. Significant items subject to such estimates include accrued occupancy costs, insurance liabilities, lease accounting matters, the valuation of acquired assets and liabilities, interest rate swap valuation, the valuation of deferred income tax assets and liabilities, and the evaluation for impairment of goodwill, long-lived assets and franchise rights. Actual results could differ from those estimates.

**Cash and Cash Equivalents.** The Company considers all highly liquid investments with an original maturity of three months or less when purchased to be cash equivalents. At both January 2, 2022 and January 3, 2021, the Company did not have any cash invested in money market funds which are classified as cash equivalents on the consolidated balance sheets.

**Inventories.** Inventories, consisting primarily of food, beverage, and paper supplies, are stated at the lower of cost determined on the first-in, first-out method or net realizable value. Net realizable value is determined as the estimated selling price in the normal course of business minus the cost of disposal and transportation.

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*Property and Equipment.* Property and equipment is recorded at cost. The Company capitalizes all direct costs incurred to develop, construct and substantially improve its restaurants. These costs are depreciated and charged to expense based upon their property classification when placed in service. Repairs and maintenance expenditures are expensed as incurred.

Depreciation and amortization is provided using the straight-line method over the following estimated useful lives:

Owned buildings	9	to	30 years
Equipment	3	to	7 years
Computer hardware and software	3	to	7 years
Assets subject to finance leases	Shorter of useful life or lease term		

Building costs incurred for new restaurants on leased land are amortized over the lease term, which is generally a period of twenty years. Leasehold improvements are amortized over the shorter of their estimated useful lives or the underlying expected lease term. The Company includes renewal option periods when determining the expected lease term in circumstances where the non-exercise of one or more renewal options under the lease would result in an economic penalty.

*Business Combinations.* In accordance with ASC 805, the Company allocates the purchase price of an acquired business to its identifiable assets and liabilities based on the estimated fair values. The excess of the purchase price over the amount allocated to the assets and liabilities, if any, is recorded as goodwill. The excess value of the net identifiable assets and liabilities acquired over the purchase price, if any, is recorded as a bargain purchase gain. The Company uses all available information to estimate fair values of identifiable intangible assets and property acquired. In making these determinations, the Company may engage an independent third party valuation specialist to assist with the valuation of certain leasehold improvements, franchise rights and favorable and unfavorable leases.

The Company estimates that the seller's carrying value of acquired restaurant equipment, subject to certain adjustments, is equivalent to fair value of this equipment at the date of the acquisition. The fair values of assumed franchise agreements are valued as if the remaining term of the agreement is at the market rate. The fair values of acquired land, buildings, certain leasehold improvements, and restaurant equipment subject to finance leases are determined using both the cost approach and market approach and include significant inputs observable in the open market. The Company categorizes these inputs as Level 2 inputs under ASC 820. The fair value of acquired franchise rights and favorable or unfavorable lease positions are determined using the income approach and includes unobservable inputs. The Company categorizes these inputs as Level 3 inputs under ASC 820.

*Franchise Agreements.* Fees for initial franchises and renewals are amortized using the straight-line method over the term of the agreement, which is generally twenty years.

*Franchise Rights.* To determine the fair value attributable to franchise rights of restaurant acquisitions, the Company estimates the acquired restaurants' future earnings, discounts those earnings using an appropriate market discount rate and subtracts a contributory charge for net working capital, property and equipment and assembled workforce. Amounts allocated to franchise rights for each acquisition are amortized using the straight-line method over the average remaining term of the acquired franchise agreements plus one twenty-year renewal period. The Company assesses the potential impairment of franchise rights whenever events or changes in circumstances indicate that the carrying value may not be recoverable, which include consideration of the impact of a decline in the Company's market value. If an indicator of impairment exists, an estimate of the aggregate undiscounted cash flows from the acquired restaurants is compared to the respective carrying value of franchise rights for each acquisition. If an asset is determined to be impaired, the loss is measured by the excess of the carrying amount of the asset over its fair value.

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*Goodwill.* Goodwill represents the excess of purchase price over the value assigned to the net tangible and identifiable intangible assets of the businesses acquired. Goodwill is not amortized, but is tested for impairment annually, or more frequently when events and circumstances indicate that the carrying amount may be impaired. Due to the proximity of an interim goodwill impairment analysis date in 2021 to the Company's annual assessment date, and to allow for a greater amount of time to analyze the assessment of goodwill in advance of the Company's annual report filing deadline in future years, the Company updated its accounting policy to shift the annual impairment test from the last day of the fiscal year to the last day of the eighth month of the fiscal year in 2021 and future fiscal years. This change in date of the annual impairment test is preferable and is not deemed material as the new measurement date of the eighth month of the fiscal year is in relative close proximity to the previous measurement date and the year-end balance sheet date, is not expected to materially impact the goodwill analysis, and allows for more timely financial reporting on these estimates. See Note 5 to the consolidated financial statements.

*Impairment of Long-Lived Assets.* The Company assesses the potential impairment of long-lived assets, principally property and equipment, by determining whether the carrying value of these assets can be recovered over their respective remaining useful lives through undiscounted future operating cash flows. Impairment is reviewed whenever events or changes in circumstances indicate that the carrying amounts of these assets may not be fully recoverable. Impairment indicators at the restaurant level include low operating cash flows, declining sales and if the ratio of trailing twelve months cash flows extended over the remaining lease term does not exceed the net book value of the asset group. Impairment indicators on a consolidated basis includes consideration of any impact from a decline in the Company's market value.

*Deferred Financing Costs.* Financing costs incurred in obtaining long-term debt and lease financing obligations are capitalized and amortized over the life of the related obligation as interest expense using the effective interest method. Long-term debt on the consolidated balance sheets is presented net of the unamortized amount of the financing costs related to long-term borrowings.

*Leases.* The Company utilizes land and buildings in its operations under various lease agreements. The Company does not consider any one of these individual leases material to the Company's operations. Initial lease terms are generally for twenty years and provide for renewal options with rent escalations. The exercise of such renewal options are generally at the Company's sole discretion. The Company evaluates renewal options at lease commencement to determine if such options are reasonably certain to be exercised based on economic factors. Certain leases also require contingent rent, determined as a percentage of sales as defined by the terms of the applicable lease agreement. For most locations, the Company is obligated for occupancy related costs including payment of property taxes, insurance and utilities.

Right-of-use ("ROU") lease assets represent the Company's right to use an underlying asset for the lease term and lease liabilities represent the Company's obligation to make payments in exchange for that right of use. As the rate implicit within our leases is not readily determinable, the Company uses market and term specific incremental borrowing rates which consider the rate of interest it expects to pay on a collateralized basis to borrow an amount equal to the lease payments under similar terms. ROU assets are also reduced by lease incentives, initial direct costs and adjusted by favorable lease assets and unfavorable lease liabilities.

Variable lease components represent amounts that are contractually fixed as a percentage of sales and are recognized in expense as incurred. Leases with a term of 12 months or less are not recorded on the consolidated balance sheet and are recognized as lease expense on a straight-line basis over the lease term. The Company does not account for lease components (e.g., fixed payments including rent) separately from the non-lease components (e.g. common area maintenance).

The Company also utilizes certain restaurant equipment under various finance lease agreements with initial terms of generally three to eight years. The Company does not consider any one of these individual leases material to the Company's operations.

For certain leases where rent escalates based upon a change in a financial index, such as the Consumer Price Index, the difference between the rate at lease inception and the subsequent fluctuations in that rate are included in

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variable lease costs. Additionally, because the Company has elected to not separate lease and non-lease components, in limited instances variable costs also include payments to the landlord for common area maintenance, real estate taxes, insurance and other operating expenses. Lease expense is recognized on a straight-line basis over the lease term, with variable lease payments recognized in the period those payments are incurred.

*Lease Financing Obligations.* Lease financing obligations pertain to sale-leaseback transactions where the Company is involved in the construction of the asset it is leasing and one sale-leaseback transaction accounted for under the financing method.

To the extent the Company is involved with the construction of an asset it is leasing and receives proceeds associated with the sale of such asset prior to completing construction, costs incurred as of the consolidated balance sheet date are recorded within property and equipment and a lease financing obligation representing sale proceeds from the lessor is recorded in other long-term liabilities. Once construction is complete, the accounting requirements for a sale-leaseback transaction are considered. If the arrangement does not qualify for sale-leaseback accounting treatment, it is accounted for as a financing transaction. If an arrangement meets the requirements for sale-leaseback treatment, the Company will record a gain or loss on the sale and derecognize the completed construction assets and lease financing obligation. As of January 2, 2022, lease financing obligations included \$4.6 million associated with this type of arrangement.

The Company accounts for one sale-leaseback transaction as a financing transaction. The land and building assets subject to this obligation remain on the Company's consolidated balance sheets at their historical costs and the building assets continue to be depreciated over their remaining useful lives. The proceeds received by the Company from this transaction are recorded as lease financing obligations and the lease payments are applied as payments of principal and interest. The selection of the interest rate on this lease financing obligation was evaluated at inception of the lease based on the Company's incremental borrowing rate adjusted to the rate required to prevent recognition of a non-cash loss or negative amortization of the obligation through the end of the primary lease term. As of January 2, 2022, lease financing obligations included \$1.2 million associated with this sale-leaseback transaction.

*Revenue Recognition.* Revenues from Company restaurants and other revenue from convenience store sales, are recognized net of sales discounts and refunds, when payment is tendered at the time of sale or upon fulfillment of delivery orders. Revenues are reported net of sales tax collected from customers and remitted to governmental taxing authorities.

*Gift cards.* The Company sells gift cards in its restaurants that are issued under the gift card program of Restaurant Brands International, Inc. ("RBI"). Proceeds from the sale of Burger King and Popeyes gift cards at the Company's restaurants are remitted to RBI, and RBI reimburses the Company for any gift card redemptions at its restaurants. The Company recognizes revenue for restaurant sales upon redemption of gift cards by the customer.

*Food, beverage and packaging costs.* The Company includes food, beverage and paper costs and delivery charges, net of any vendor purchase discounts and rebates, in food, beverage and packaging costs.

*Other restaurant operating expenses.* The Company includes restaurant-level operating costs other than food, beverage and packaging costs, restaurant wages and related expenses, rent expense and advertising costs in other restaurant operating expenses. Its major components include royalty expenses paid to BKC and PLK, utilities, repairs and maintenance, operating supplies, real estate taxes and credit card fees.

*Advertising Costs.* All advertising costs are expensed as incurred. For the years ended January 2, 2022, January 3, 2021 and December 29, 2019, advertising costs were \$65.4 million, \$60.7 million and \$58.7 million, respectively.

*Pre-opening Costs.* The Company's pre-opening costs generally include payroll costs and travel associated with the opening of a new restaurant, rent and promotional costs. For the years ended January 2, 2022, January 3, 2021 and December 29, 2019, pre-opening costs were \$0.1 million, \$0.2 million and \$1.4 million, respectively.

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These costs are expensed as incurred prior to a restaurant opening and are included in other restaurant operating expenses in the accompanying consolidated statements of comprehensive income (loss).

*Income Taxes.* Deferred income tax assets and liabilities are based on the difference between the financial statement and tax basis of assets and liabilities as measured by the tax rates that are anticipated to be in effect when those differences reverse. The deferred tax provision generally represents the net change in deferred tax assets and liabilities during the period including any changes in valuation allowances. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in the results of operations in the period that includes the enactment date. A valuation allowance is established when it is necessary to reduce deferred tax assets to an amount for which realization is likely. The Company recognizes the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained on examination by the taxing authorities, based on the technical merits of the position. The Company and its subsidiaries file a consolidated federal income tax return.

*Insurance.* The Company is self-insured for general liability, medical insurance and most workers' compensation claims under policies where it pays all claims, subject to stop-loss limitations both for individual claims and in certain cases claims in the aggregate. Losses are accrued based upon the Company's estimates of the aggregate liability for claims based on Company experience and other methods used to measure such estimates. The Company does not discount any of its self-insurance obligations.

*Fair Value of Financial Instruments.* Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants on the measurement date. In determining fair value, the accounting standards establish a three level hierarchy for inputs used in measuring fair value as follows: Level 1 inputs are quoted prices in active markets for identical assets or liabilities; Level 2 inputs are observable for the asset or liability, either directly or indirectly, including quoted prices in active markets for similar assets or liabilities; and Level 3 inputs are unobservable and reflect the Company's own assumptions. Financial instruments include cash and cash equivalents, trade and other receivables, accounts payable and long-term debt. The carrying amounts of cash and cash equivalents, trade and other receivables and accounts payable approximate fair value because of the short-term nature of these financial instruments. The carrying amount of the Term loan B borrowings at January 2, 2022 approximates fair value because of its variable rate. The fair value of the Carrols Restaurant Group 5.875% Senior Notes due 2029 is based on a recent trading value, which is considered a Level 2 input, and at January 2, 2022 was approximately \$269.6 million.

Fair value measurements of non-financial assets and non-financial liabilities are primarily used in the impairment analysis of long-lived assets, goodwill and intangible assets. Long-lived assets and definite-lived intangible assets are measured at fair value on a nonrecurring basis using Level 3 inputs. As described in Note 6, the Company recorded long-lived asset impairment charges of \$3.9 million, \$8.2 million and \$1.7 million during the years ended January 2, 2022, January 3, 2021 and December 29, 2019, respectively.

*Stock-Based Compensation.* The Company has an incentive stock plan under which incentive stock options, non-qualified stock options, restricted stock units (RSUs) and non-vested shares may be granted to employees and non-employee directors. The Company has granted non-vested shares under this plan annually as well as granted non-vested shares, stock options, and RSUs to corporate employees for performance. Non-vested shares, options, and RSUs granted to corporate employees and non-employee directors generally vest in equal installments over three years.

For non-vested stock awards, the fair market value of the award is determined based upon the closing value of the Company's stock price on the grant date and is recorded to compensation expense on a straight-line basis over the requisite service period. For stock options, the fair-value of the options is estimated using the Black-Scholes option pricing model based on assumptions for the risk-free rate of interest, expected dividend yield, expected volatility, and the expected term of the award. Compensation expense is recognized on a straight-line basis over the requisite service period. See Note 12 to the consolidated financial statements.

*Concentrations of Credit Risk.* Financial instruments that potentially subject the Company to a concentration of credit risk consist primarily of cash and cash equivalents. The Company maintains its day-to-day operating cash balances in interest-bearing transaction accounts at financial institutions, which are insured by the Federal Deposit Insurance Corporation up to \$250,000. Although the Company maintains balances that exceed the federally insured limit, it has not experienced any losses related to these balances and believes its credit risk to be minimal.

*Segment Information.* Operating segments are components of an entity for which separate financial information is available and is regularly reviewed by the chief operating decision maker in order to allocate resources and assess performance. The Company's chief operating decision maker currently evaluates the Company's operations from a number of different operational perspectives; however resource allocation decisions are made based on the chief operating decision maker's evaluation of the total Company operations. The Company derives all significant revenues from a single operating segment. Accordingly, the Company views the operating results of its restaurants as one reportable segment.

*Recently Issued Accounting Pronouncements Not Yet Adopted.* In March 2020, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2020-04 ("ASU 2020-04"), Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting. ASU 2020-04 provides optional expedients and exceptions for applying U.S. GAAP to contracts, hedging relationships, and other transactions affected by the discontinuation of the London Interbank Offered Rate ("LIBOR"). This ASU is effective for all entities as of March 12, 2020 through December 31, 2022. The Company will adopt this guidance at the discontinuance of LIBOR. The Company is currently evaluating the guidance to determine the timing and extent to which it will apply to the Company's borrowing and interest rate swap arrangements. The adoption of this guidance is not expected to have a material impact on the consolidated financial statements.

*Recently Issued Accounting Pronouncements Adopted.* In April 2020, the FASB staff issued interpretive guidance that indicated it would be acceptable for entities to make an election to account for lease concessions related to the COVID-19 pandemic consistent with how those concessions would be accounted for under ASC Topic 842, Leases ("ASC 842"), as though enforceable rights and obligations for those concessions existed (regardless of whether those enforceable rights and obligations for the concessions explicitly exist in the contract). Consequently, for concessions related to the effects of the COVID-19 pandemic, an entity will not have to analyze each contract to determine whether enforceable rights and obligations for concessions exist in the contract and can elect to apply or not apply the lease modification guidance in Topic 842 to those contracts. This election is available for concessions related to the effects of the COVID-19 pandemic that do not result in a substantial increase in the rights of the lessor or the obligations of the lessee. The Company made the policy election to apply this interpretive guidance to certain rent relief resulting directly from COVID-19, and assumed that enforceable rights and obligations for those concessions exist in the lease contract. Accordingly, the Company recognized abatements in 2020 that did not result in an extension of lease term as reductions in variable lease payments, and deferrals that did not result in an extension of lease term as an increase in other current liabilities. This election will continue while these abatements or deferrals are in effect.

*Subsequent events.* The Company reviewed and evaluated subsequent events through the issuance date of the Company's consolidated financial statements.

On February 22, 2022, the Company's Board of Directors (the "Board") appointed Paulo Pena as Chief Executive Officer and President of the Company, effective April 1, 2022. Mr. Pena will succeed Daniel T. Accordino as Chief Executive Officer and President. Mr. Accordino will be retiring from his roles as Chairman of the Board, Chief Executive Officer, President and as a member of the Board of the Company on April 1, 2022.

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### 3. Acquisitions

#### 2021 Acquisitions

In 2021, the Company acquired an aggregate of 19 Burger King restaurants from other franchisees in the following transactions (in thousands except number of restaurants):

Closing Date	Number of Restaurants	Purchase Price	Fee-Owned (1)	Market Location
June 17, 2021	14	\$ 27,603	12	Fort Wayne, Indiana
June 23, 2021	5	3,216	1	Battle Creek, Michigan
	<u>19</u>	<u>\$ 30,819</u>	<u>13</u>	

(1) The 2021 acquisitions included the purchase of 13 fee-owned restaurants, of which 12 were sold in subsequent sale-leaseback transactions during the third quarter of 2021 for net proceeds of approximately \$20.2 million.

The Company allocated the aggregate purchase price for the 2021 acquisitions at their estimated fair values. The following table summarizes the final allocation of the aggregate purchase price for the 2021 acquisitions reflected in the consolidated balance sheets as of January 2, 2022:

Inventory	\$ 229
Land and buildings	20,376
Restaurant equipment	850
Restaurant equipment - subject to finance leases	29
Right-of-use assets	2,997
Leasehold improvements	550
Franchise fees	411
Franchise rights	6,025
Deferred income taxes	484
Goodwill	1,832
Operating lease liabilities	(2,900)
Finance lease liabilities for restaurant equipment	(35)
Accounts payable	(29)
Net assets acquired	<u>\$ 30,819</u>

The results of operations for the restaurants acquired are included from the closing date of the respective acquisition. The 2021 acquired restaurants contributed restaurant sales of \$12.9 million in the year ended January 2, 2022. It is impracticable to disclose net earnings for the post-acquisition period for the acquired restaurants as net earnings of these restaurants were not tracked on a collective basis due to the integration of administrative functions, including field supervision.

The pro forma impact on the results of operations for the restaurants acquired in 2021 are included below. The pro forma results of operations are not necessarily indicative of the results that would have occurred had the acquisitions been consummated at the beginning of the periods presented, nor are they necessarily indicative of any future consolidated operating results. The following table summarizes the Company's unaudited pro forma operating results:

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	<b>Year Ended</b>	
	<b>January 2, 2022</b>	<b>January 3, 2021</b>
Total revenue	\$ 1,663,860	\$ 1,571,457
Net loss	(41,796)	(27,621)
Basic and diluted net loss per share	(0.84)	(0.54)

This pro forma financial information does not give effect to any anticipated synergies, operating efficiencies, cost savings or integration costs related to the 2021 acquired restaurants. The pro forma financial results exclude transaction costs recorded as general and administrative expenses of \$0.4 million during the year ended January 2, 2022.

### **2019 Acquisitions**

During the year ended December 29, 2019, the Company acquired a total of 234 restaurants from other franchisees, which are referred to as the "2019 acquired restaurants", in the following transactions:

<b>Closing Date</b>	<b>Number of Restaurants</b>	<b>Purchase Price</b>	<b>Fee Owned (3)</b>	<b>Market Location</b>
April 30, 2019 (1)	220	\$ 259,083	14	Southeastern states, primarily TN, MS, LA
June 11, 2019	13	15,788	—	Baltimore, Maryland
August 20, 2019 (2)	1	1,108	—	Pennsylvania
	<u>234</u>	<u>\$ 275,979</u>	<u>14</u>	

- (1) During the second quarter of 2019, the Company completed the merger with New CFH, LLC ("Cambridge") and acquired 165 Burger King restaurants and 55 Popeyes restaurants.
- (2) Acquisitions resulting from the exercise of the Company's right of first refusal on acquisitions in certain markets (see Note 16).
- (3) The 2019 acquisitions included the purchase of 14 fee-owned restaurants, of which six were sold in subsequent sale-leaseback transactions during 2019 for net proceeds of approximately \$8.3 million and two in 2020 for net proceeds of approximately \$3.4 million.

On April 30, 2019 the Company completed a merger with Cambridge ("the Cambridge Merger") for a purchase price of \$259.1 million through the issuance of shares of stock which consisted of (i) approximately 7.4 million shares of common stock, (ii) 10,000 shares of the Company's newly designated Series C Convertible Preferred Stock, which were converted into approximately 7.5 million shares of common stock on August 29, 2019, and (iii) the retirement of approximately \$113.8 million of the indebtedness of Cambridge, net of cash acquired. All shares issued were subject to a two year restriction on sale or transfer subject to certain limited exceptions. As part of the transaction, Cambridge Franchise Holdings LLC ("Cambridge Holdings") now has the right to designate up to two director nominees and two Cambridge Holdings executives joined the Company's Board of Directors on April 30, 2019 (see Note 13).

Under the purchase method of accounting, the aggregate purchase price is allocated to the net tangible and intangible assets based on their estimated fair values on the acquisition date. The purchase price allocation valued the common stock at \$145.3 million based on the \$9.81 closing price of the Company's stock on the date of acquisition.

The Company allocated the aggregate purchase price to the net tangible and intangible assets acquired in the Cambridge Merger at their estimated fair values. The Company engaged a third party valuation specialist to assist with the valuation of franchise rights, leasehold improvements and favorable and unfavorable leases included in the operating right-to-use assets acquired. The fair value of other property and equipment and franchise agreements was based on the carrying value of the respective assets given that in the three years prior to the Cambridge Merger, Cambridge had completed valuations in connection with its own acquisition of 132 restaurants and also recently

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constructed 33 new restaurants. The fair value of the operating lease liability is based upon the lease payments over the remaining lease term discounted by the Company's incremental borrowing rate. The deferred income tax liability allocated from the purchase price represents book and tax differences primarily related to the fair value of the acquired franchise rights.

Goodwill recorded in connection with the Cambridge Merger represents the excess of the purchase price over the aggregate fair value of net assets acquired and is related to the benefits expected as a result of the merger, including sales, operating synergies, development and growth opportunities. The Company believes that Cambridge's existing Burger King and Popeyes restaurant portfolios provide it with significant growth and development opportunities and due to the geographic location of the restaurants mitigate the dependence on the economic performance of any one particular geographic location or restaurant concept.

The following table summarizes the final allocation of the aggregate purchase price for the Cambridge Merger:

Inventory	\$ 2,839
Prepaid expenses	2,947
Other assets	1,846
Land and buildings	21,257
Restaurant equipment	25,358
Restaurant equipment - subject to finance leases	488
Right-of-use assets	251,431
Leasehold improvements	3,498
Franchise fees	7,300
Franchise rights	174,500
Deferred taxes	(44,292)
Goodwill	84,060
Finance lease obligations for restaurant equipment	(568)
Operating lease liabilities	(255,897)
Accounts payable	(8,014)
Accrued payroll, related taxes and benefits	(3,133)
Other liabilities	(4,537)
Net assets acquired	<u>\$ 259,083</u>

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The Company allocated the aggregate purchase price for the 2019 acquisitions other than the Cambridge Merger at their estimated fair values. The following table summarizes the final allocation of the aggregate purchase price for these other 2019 acquisitions:

Inventory	\$	158
Restaurant equipment		743
Restaurant equipment - subject to finance leases		150
Right-of-use assets		9,515
Leasehold improvements		6,205
Franchise fees		394
Franchise rights (Note 5)		9,809
Deferred taxes		29
Goodwill (Note 5)		86
Operating lease liabilities		(9,968)
Finance lease obligations for restaurant equipment		(185)
Accounts payable		(40)
Net assets acquired	\$	<u>16,896</u>

The results of operations for the restaurants acquired are included from the closing date of the respective acquisition. The 2019 acquired restaurants contributed restaurant sales of \$288.9 million and \$201.9 million during the years ended January 3, 2021 and December 29, 2019, respectively and other revenue of \$10.2 million during the year ended December 29, 2019. It is impracticable to disclose net earnings for the post-acquisition periods as net earnings of these restaurants were not tracked on a collective basis due to the integration of administrative functions, including field supervision.

The pro forma impact on the results of operations for restaurants acquired in 2019 is included below. The pro forma results of operations are not necessarily indicative of the results that would have occurred had the restaurants acquired in 2019 been consummated at the beginning of the periods presented, nor are they necessarily indicative of any future consolidated operating results. The following table summarizes the Company's unaudited proforma operating results:

	<b>Year Ended</b> <b>December 29, 2019</b>
Restaurant sales	\$ 1,568,533
Net loss	(25,586)
Basic and diluted net loss per share	(0.59)

This pro forma financial information does not give effect to any anticipated synergies, operating efficiencies or cost savings or any integration costs related to the 2019 acquired restaurants. The proforma results exclude transaction costs recorded as general and administrative expenses of \$4.1 million during the year ended December 29, 2019.

***Acquired Intangible Assets***

Goodwill recorded in connection with the acquisitions in 2021 and 2019 represent costs in excess of fair values assigned to the underlying net assets of acquired restaurants. Acquired goodwill that is expected to be deductible for income tax purposes was \$1.8 million in 2021 and \$47.2 million in 2019.

The weighted average amortization period of the intangible assets acquired is as follows:

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	2021 Acquisitions	2019 Acquisitions
Franchise rights	28.7	32.7

**4. Property and Equipment**

Property and equipment at January 2, 2022 and January 3, 2021 consisted of the following:

	January 2, 2022	January 3, 2021
Land	\$ 10,021	\$ 8,301
Owned buildings	14,581	13,325
Leasehold improvements	442,461	424,685
Equipment	337,533	320,909
Assets subject to finance leases	22,694	16,663
	827,290	783,883
Less accumulated depreciation and amortization	(489,588)	(434,328)
	<u>\$ 337,702</u>	<u>\$ 349,555</u>

Assets subject to finance leases primarily represents buildings leased for certain restaurant locations and certain leases of restaurant equipment and had accumulated amortization at January 2, 2022 and January 3, 2021 of \$16.5 million and \$16.0 million, respectively. Depreciation expense for all property and equipment for the years ended January 2, 2022, January 3, 2021 and December 29, 2019 was \$64.5 million, \$64.4 million and \$60.8 million, respectively.

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**5. Intangible Assets**

*Goodwill.* The Company is required to review goodwill for impairment annually, or more frequently when events and circumstances indicate that the carrying amount may be impaired. The Company evaluated the impact of the initial decline in market value below the Company's net asset value during the third quarter of 2021 to determine whether there was a triggering event requiring it to perform a goodwill impairment test. The Company determined a triggering event occurred given this initial decline and performed a quantitative goodwill impairment test for its reporting units. As part of this goodwill impairment test, the Company considered certain qualitative factors, such as the Company's performance, business forecasts and expansion plans. In addition, revisions to projected cash flows and future revenue for reporting units were compared to the results of the Company's annual quantitative impairment test performed during the last quarter of 2020. Using both the income approach and the market approach, the Company compared the fair value of each of its reporting units to carrying value. Based on the results of this analysis, the fair value of each reporting unit exceeded carrying value and goodwill was not impaired. As disclosed in Note 2, the interim impairment test performed at the end of the third quarter will also serve as the Company's 2021 annual goodwill impairment test. The Company assessed events and circumstances from the date of its annual goodwill impairment test through January 2, 2022 and there were no indicators representing a further triggering event. There were no goodwill impairment losses recorded during the years ended January 2, 2022, January 3, 2021 and December 29, 2019.

Goodwill at December 29, 2019	\$ 122,619
Acquisitions of restaurants (Note 3)	—
Goodwill at January 3, 2021	122,619
Acquisitions of restaurants (Note 3)	1,832
Goodwill at January 2, 2022	<u>\$ 124,451</u>

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*Franchise Rights.* Amounts allocated to franchise rights for each acquisition of Burger King and Popeyes restaurants are amortized using the straight-line method over the average remaining term of the acquired franchise agreements plus one twenty-year renewal period. No impairment charges were recorded related to the Company's franchise rights during the years ended January 2, 2022, January 3, 2021 and December 29, 2019.

The following is a summary of the Company's franchise rights as of the respective balance sheet dates:

Balance at December 29, 2019	\$ 348,941
Amortization expense	(14,344)
Balance at January 3, 2021	334,597
Acquisitions of restaurants (Note 3)	6,025
Amortization expense	(13,853)
Balance at January 2, 2022	<u>\$ 326,769</u>

Amortization expense related to franchise rights for the year ended December 29, 2019 was \$11.3 million. The Company expects annual amortization to be \$14.0 million in 2022, 2023 and 2024 and \$13.9 million in 2025 and 2026.

#### **6. Impairment of Long-Lived Assets and Other Lease Charges**

The Company reviews its long-lived assets, principally property and equipment, for impairment at the restaurant level. If an indicator of impairment exists for any of its assets, an estimate of the undiscounted future cash flows over the life of the primary asset for each restaurant is compared to that long-lived asset's carrying value. If the carrying value is greater than the undiscounted cash flow, the Company then determines the fair value of the asset and if an asset is determined to be impaired, the loss is measured by the excess of the carrying amount of the asset over its fair value. For closed restaurant locations, the Company reviews the future minimum lease payments and related ancillary costs from the date of the restaurant closure to the end of the remaining lease term and records a lease charge for any ROU asset impairment or lease-related costs during the remaining term, net of any estimated sublease recoveries.

For restaurants reviewed for impairment, the Company determined the fair value of restaurant equipment based on current economic conditions. These fair value asset measurements rely on significant unobservable inputs and are considered Level 3 in the fair value hierarchy.

During the year ended January 2, 2022, the Company recorded impairment and other lease charges of \$4.5 million consisting of \$1.5 million related to initial impairment charges for nine underperforming restaurants, \$0.5 million of capital expenditures at previously impaired restaurants, other lease charges of \$0.6 million and \$1.9 million related to impairment of certain owned non-operating properties.

During the year ended January 3, 2021, the Company recorded impairment and other lease charges of \$12.8 million consisting of \$1.2 million for capital expenditures at previously impaired restaurants, \$5.0 million related to initial impairment charges for fifteen underperforming restaurants, other lease charges of \$4.6 million primarily from 22 restaurant closures, and \$2.0 million related to impairment of its right of first refusal under its Area Development and Remodeling Agreement with BKC (see Note 16).

During the year ended December 29, 2019, the Company recorded impairment and other lease charges of \$3.6 million including \$0.3 million for capital expenditures at previously impaired restaurants, \$1.3 million related to initial impairment charges for seven underperforming restaurants, and other lease charges of \$1.9 million mostly related to the closing of six convenience stores acquired in 2019.

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**7. Other Liabilities, Long-Term**

Other liabilities, long-term, at January 2, 2022 and January 3, 2021 consisted of the following:

	January 2, 2022	January 3, 2021
Accrued occupancy costs	\$ 1,741	\$ 2,394
Accrued workers' compensation and general liability claims	4,947	5,499
Interest rate swap (Note 9)	—	6,062
Deferred compensation	2,286	4,419
Deferred federal payroll taxes	10,808	10,808
Lease financing obligations	5,780	1,191
Other	1,210	290
	<u>\$ 26,772</u>	<u>\$ 30,663</u>

On March 27, 2020, the United States enacted the Coronavirus Aid, Relief and Economic Security Act, as amended (the "CARES Act") as a response to the economic uncertainty resulting from COVID-19. The CARES Act provided for deferred payment of the employer portion of social security taxes through the end of 2020, with 50% of the deferred amount due December 31, 2021 (which was subsequently deferred to January 3, 2022) and the remaining 50% due December 31, 2022 (which was subsequently deferred to January 3, 2023). As of January 2, 2022, \$21.2 million of this deferral remained to be repaid, of which \$10.4 million was recorded in accrued payroll, related taxes and benefits and \$10.8 million was recorded in other liabilities, long-term in the accompanying consolidated balance sheets.

**8. Leases**

During the years ended January 2, 2022, January 3, 2021 and December 29, 2019, the Company sold 13, 12 and 27 restaurant properties, respectively, in sale-leaseback transactions for net proceeds of \$22.3 million, \$22.5 million and \$48.4 million, respectively. These leases have been classified as operating leases and generally contain a twenty-year initial term plus renewal options.

As a result of the COVID-19 pandemic and the resulting economic uncertainty in the restaurant industry in 2020, the Company contacted each of its landlords to potentially negotiate accommodations to preserve cash. For certain leases the Company was able to modify existing payment terms, in some cases through deferral of existing payments until future periods and in some cases through a reduction in payments due during this period. The Company elected the practical expedient to not evaluate whether a deferral of rent within the current term is a lease modification. Any concessions which resulted in extension of the existing lease term were accounted for as a lease modification under the current U.S. GAAP guidance. The total rent that was or will be deferred or abated as a result of requests for relief from our landlords other than BKC was \$5.8 million, of which \$4.8 million has been or remains to be repaid over various periods which began in the third quarter of 2020. Additionally, the Company received \$0.4 million in 2020 from BKC for concessions related to leases the Company subleases from BKC with third party landlords (see Note 16). As of January 2, 2022, \$0.2 million remains to be repaid to landlords related to these deferrals.

Rent commitments under finance and non-cancelable operating leases at January 2, 2022 were as follows:

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<b>Fiscal year ending:</b>	<b>Operating Leases</b>	<b>Finance Leases</b>
January 2, 2022	\$ 101,758	\$ 1,840
January 1, 2023	101,085	1,678
December 31, 2023	99,896	1,291
December 29, 2024	97,941	1,170
December 28, 2025	96,262	1,082
Thereafter	839,158	53
Total lease payments	1,336,100	7,114
Less: imputed interest	(488,453)	(808)
Present value of lease liabilities	847,647	6,306
Less: current portion	(44,688)	(1,544)
Total long-term lease liabilities	<u>\$ 802,959</u>	<u>\$ 4,762</u>

**Lease Cost**

The components and classification of lease expense for the years ended January 2, 2022, January 3, 2021 and December 29, 2019 are as follows:

<b>Lease cost</b>	<b>Classification</b>	<b>Year ended</b>		
		<b>January 2, 2022</b>	<b>January 3, 2021</b>	<b>December 29, 2019</b>
Operating lease cost (1)	Restaurant rent expense	\$ 103,733	\$ 102,651	\$ 90,718
Operating lease cost (2)	General and administrative	946	606	579
Variable lease cost - variable rent	Restaurant rent expense	18,929	15,793	16,429
Variable lease cost - common area maintenance	Other restaurant operating expenses	585	521	617
<b>Finance lease cost:</b>				
Amortization of right-of-use assets	Depreciation and amortization	755	1,233	1,778
Interest on lease liabilities	Interest expense	133	130	256
Total lease cost		<u>\$ 125,081</u>	<u>\$ 120,934</u>	<u>\$ 110,377</u>

(1) Includes short-term leases which are not material.

(2) Represents operating lease costs for property and equipment not directly related to restaurant operations.

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**Lease Position**

Supplemental balance sheet information related to leases was as follows as of January 2, 2022 and January 3, 2021:

Leases	Classification	January 2, 2022	January 3, 2021
<b>Assets</b>			
Operating leases	Operating right-of-use assets, net	\$ 791,763	\$ 799,962
Finance leases	Property and equipment, net	6,153	644
Total leased assets		<u>\$ 797,916</u>	<u>\$ 800,606</u>
<b>Liabilities</b>			
Current			
Operating leases	Current portion of operating lease liabilities	\$ 44,688	\$ 41,815
Finance leases	Current portion of long-term debt and finance lease liabilities	1,544	525
Long-term			
Operating leases	Operating lease liabilities	802,959	809,969
Finance leases	Long-term debt and finance lease liabilities	4,762	383
Total lease liabilities		<u>\$ 853,953</u>	<u>\$ 852,692</u>
<b>Weighted Average Remaining Lease Term</b>			
Operating leases		13.5 years	14.0 years
Finance leases		4.3 years	2.4 years
<b>Weighted Average Discount Rate</b>			
Operating leases		7.0 %	7.0 %
Finance leases		5.8 %	8.9 %

**Other Information**

Supplemental cash flow information related to leases for the years ended January 2, 2022 and January 3, 2021 are as follows:

	Year ended		
	January 2, 2022	January 3, 2021	December 29, 2019
Gain (loss) on sale-leaseback transactions	\$ (22)	\$ 189	\$ 636
Lease assets and liabilities resulting from lease modifications and new leases	36,633	50,978	76,878
Cash paid for amounts included in the measurement of lease liabilities:			
Operating cash flows from operating leases	100,660	98,561	87,220
Operating cash flows from finance leases	133	130	256
Financing cash flows from finance lease obligations	981	1,617	2,170

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**9. Long-term Debt**

Long-term debt at January 2, 2022 and January 3, 2021 consisted of the following:

	January 2, 2022	January 3, 2021
Senior Credit Facility:		
Term B Loans	\$ 171,875	\$ 419,375
Term B-1 Loans	—	73,875
Revolving credit borrowings (1)	—	—
Senior Notes Due 2029	300,000	—
Finance lease liabilities	6,306	908
<b>Total Funded debt</b>	<b>478,181</b>	<b>494,158</b>
Less: current portion of long-term debt and finance lease liabilities	(5,794)	(5,525)
Less: unamortized debt issuance costs	(6,490)	(7,777)
Less: original issue discount	(580)	(5,161)
<b>Total Long-term Debt</b>	<b>\$ 465,317</b>	<b>\$ 475,695</b>

(1) As of March 9, 2022 the Company had \$20.0 million in revolving credit borrowings outstanding.

*Senior Credit Facility.* On April 30, 2019, the Company entered into senior secured credit facilities in an aggregate principal amount of \$550.0 million, consisting of (i) a Term Loan B Facility in an aggregate principal amount of \$425.0 million (the “Term Loan B Facility”) maturing on April 30, 2026 and (ii) a revolving credit facility (including a sub-facility of \$35.0 million for standby letters of credit) in an aggregate principal amount of \$125.0 million maturing on April 30, 2024 (the “Revolving Credit Facility” and, together with the Term Loan B Facility, the “Senior Credit Facilities”).

On December 13, 2019, the Company entered into the First Amendment to its Senior Credit Facilities (the “First Amendment”) which amended a financial covenant under the Senior Credit Facilities applicable solely with respect to the Revolving Credit Facility that previously required the Company to maintain quarterly a Total Net Leverage Ratio (as defined in the Senior Credit Facilities) of not greater than 4.75 to 1.00 (measured on a most recent four quarter basis), to now require that the Company maintain only a First Lien Leverage Ratio (as defined in the Senior Credit Facilities) of not greater than 5.75 to 1.00 (as measured on a most recent four quarter basis) if, and only if, on the last day of any fiscal quarter (beginning with the fiscal quarter ended December 29, 2019), the sum of the aggregate principal amount of outstanding revolving credit borrowings under the Revolving Credit Facility and the aggregate face amount of letters of credit issued under the Revolving Credit Facility (excluding undrawn letters of credit in an aggregate face amount up to \$12.0 million) exceeds 35% of the aggregate amount of the maximum revolving credit borrowings under the Revolving Credit Facility. The First Amendment also reduced the aggregate maximum revolving credit borrowings under the Revolving Credit Facility by \$10.0 million to a total of \$115.0 million.

On March 25, 2020, the Company entered into the Second Amendment to its Senior Credit Facilities (the “Second Amendment”). The Second Amendment, among other things, (i) increased the aggregate maximum commitments available for revolving credit borrowings (including standby letters of credit) under the Revolving Credit Facility (the “Revolving Committed Amount”) by \$15.4 million to a total of \$130.4 million, (ii) amended the definition of Applicable Margin (such definition and all other definitions used herein and otherwise not defined herein shall be the meanings set forth in the Senior Credit Facilities), (iii) provided for a commitment fee (the “Ticking Fee”) beginning on the 180th day after the Second Amendment Effective Date and for so long as the Revolving Committed Amount remained greater than \$115.0 million, and (iv) provided that the Company shall use the proceeds of an Extension of Credit which results in the sum of the aggregate principal amount of outstanding Revolving Loans plus the aggregate amount of LOC Obligations equaling an amount in excess of \$115.0 million solely for ongoing operations of the Company and its subsidiaries and shall not be held as cash on the balance sheet. The terms outlined as (ii), (iii) and (iv) were modified in the Sixth Amendment described below.

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On April 8, 2020, the Company entered into the Third Amendment to its Senior Credit Facilities which increased the aggregate maximum commitments available for revolving credit borrowings (including standby letters of credit) under the Revolving Credit Facility by \$15.4 million to a total of \$145.8 million.

On April 16, 2020, the Company entered into the Fourth Amendment to its Senior Credit Facilities (the "Fourth Amendment"). The Fourth Amendment permits the Company to incur and, if necessary, repay indebtedness incurred pursuant to the Paycheck Protection Program (the "PPP") under the CARES Act. Subsequent to the Fourth Amendment, the Company withdrew its application for relief under the PPP and returned the funds upon receipt.

On June 23, 2020 (the "Fifth Amendment Effective Date"), the Company entered into the Fifth Amendment to its Senior Credit Facilities (the "Fifth Amendment"). The Fifth Amendment increased the Term Loan (as defined in the Senior Credit Facilities) borrowings in the aggregate principal amount of \$75 million of Incremental Term B-1 Loans (as defined in the Senior Credit Facilities). The Incremental Term B-1 Loans constituted a new tranche of Term Loans ranking pari passu in right of payment and security with the Initial Term Loans for all purposes under the Senior Credit Facilities. The Incremental Term B-1 Loans had the same terms as outstanding borrowings under the Company's existing Term Loan B facility pursuant to and in accordance with the Senior Credit Facilities, provided that (i) borrowings under the Incremental Term B-1 Loans bore interest at a rate per annum, at the Company's option, of (a) the Alternate Base Rate (as defined in the Senior Credit Facilities) plus the applicable margin of 5.25% or (b) the LIBOR Rate (as defined in the Senior Credit Facilities) (which shall not be less than 1% for Incremental Term B-1 Loans) plus the applicable margin of 6.25% and (ii) certain prepayments of the Incremental Term B-1 Loans by the Company prior to the first anniversary of the Fifth Amendment Effective Date would be subject to a premium to the Administrative Agent (as defined in the Senior Credit Facilities), for the ratable amount of each applicable Term Loan Lender (as defined in the Senior Credit Facilities) holding Incremental Term B-1 Loans on the date of such prepayment equal to the Applicable Make-Whole Amount (as defined in the Senior Credit Facilities) with respect to the principal amount of the Incremental Term B-1 Loans so prepaid. The principal amount of the Incremental Term B-1 Loans amortized in an aggregate annual amount equal to 1% of the original principal amount of the Incremental Term B-1 Loans and were repayable in consecutive quarterly installments on the last day of the Company's fiscal quarters beginning on the third fiscal quarter of 2020. The remaining outstanding principal amount of the Incremental Term B-1 Loan and all accrued but unpaid interest and other amounts payable with respect to the Incremental Term B-1 Loan would be due on April 30, 2026, which is the Term Loan Maturity Date (as defined in the Senior Credit Facilities). The net proceeds of the Incremental Term B-1 Loans were \$71.3 million after original issue discount and were used for general corporate purposes, including repayment of the outstanding balance of the Revolving Credit Facility. The Term B-1 Loans were repaid in full on June 28, 2021.

On April 6, 2021, the Company entered into the Sixth Amendment to its Senior Credit Facilities (the "Sixth Amendment") which increased the aggregate maximum commitments available for revolving credit borrowings (including standby letters of credit) under the Revolving Credit Facility by \$29.2 million to a total of \$175.0 million. The Sixth Amendment also amended the definitions in the Senior Credit Facilities of (i) Applicable Margin, to provide that the Applicable Margin for borrowings under the Revolving Credit Facility (including Letter of Credit Fees) shall be at a rate per annum equal to 3.25% for LIBOR Rate Loans and 2.25% for Alternate Base Rate Loans, and (ii) Revolving Maturity Date, to provide that the Revolving Maturity Date is extended to January 29, 2026. In addition, the Sixth Amendment amended the Senior Credit Facilities to remove the obligation by the Company to (i) pay a Ticking Fee pursuant to the Ticking Fee Rate and (ii) use the proceeds of an Extension of Credit which results in the sum of the aggregate principal amount of outstanding Revolving Loans plus the aggregate amount of LOC Obligations equaling an amount in excess of \$115.0 million solely for ongoing operations of the Company and its subsidiaries and not to hold as cash on the balance sheet.

On June 28, 2021, the Company entered into the Seventh Amendment to its Senior Credit Facilities (the "Seventh Amendment"). The Seventh Amendment revised (a) the initial amount for calculating the Available Amount (as defined in the Senior Credit Facilities) from \$27.0 million to \$50.0 million which is utilized, among other items, in determining the amount of Restricted Payments (as defined in the Senior Credit Facilities) and Permitted Investments (as defined in the Senior Credit Facilities), (b) the calculation of the Company's ability to

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incur an Incremental Term Loan (as defined in the Senior Credit Facilities) or an increase to the Revolving Committed Amount from \$135.0 million to \$180.0 million, and (c) the general basket for Restricted Payments, Permitted Investments and Restricted Junior Debt Payment (as defined in the Senior Credit Facilities) from an aggregate amount not to exceed the greater of (i) \$27.0 million and (ii) 20% of Consolidated EBITDA (as defined in the Senior Credit Facilities) as of the most recently completed Reference Period (as defined in the Senior Credit Facilities) to (i) \$50.0 million and (ii) 40% of Consolidated EBITDA as of the most recently completed Reference Period. In addition, the Seventh Amendment revises the Total Net Leverage Ratio required for the Company to make Restricted Payments or prepay Junior Debt (as defined in the Senior Credit Facilities) with unutilized Available Amount from 3.00 to 1.00 to 4.00 to 1.00. The Seventh Amendment also provided for affiliates of the Company to acquire up to 20% of the outstanding term loans pursuant to certain transactions.

On September 30, 2021, the Company entered into the Eighth Amendment to its Senior Credit Facilities (the “Eighth Amendment”). The Eighth Amendment increased the aggregate maximum commitments available for revolving credit borrowings under the revolving credit facility by \$40.0 million to a total of \$215.0 million.

The Company’s obligations under the Senior Credit Facilities are guaranteed by its subsidiaries and are secured by first priority liens on substantially all of the assets of the Company and its subsidiaries, including a pledge of all of the capital stock and equity interests of its subsidiaries.

Under the Senior Credit Facilities, the Company is required to make mandatory prepayments of borrowings in the event of dispositions of assets, debt issuances and insurance and condemnation proceeds (all subject to certain exceptions).

The Senior Credit Facilities contain certain covenants, including without limitation, those limiting the Company’s and its subsidiaries’ ability to, among other things, incur indebtedness, incur liens, sell or acquire assets or businesses, change the character of its business in all material respects, engage in transactions with related parties, make certain investments, make certain restricted payments or pay dividends. In addition, the Senior Credit Facilities require the Company to meet a First Lien Leverage Ratio (as defined in the Senior Credit Facilities) if revolving credit borrowings exceed 35% of the aggregate borrowing capacity, as described under the First Amendment above. As there were no borrowings under the Revolving Credit Facility at January 2, 2022, no First Lien Leverage Ratio calculation was required. However, if the Company had been subject to the First Lien Leverage Ratio, the Company’s First Lien Leverage Ratio was 1.67 to 1.00 as of January 2, 2022 which was below the required First Lien Leverage Ratio of 5.75 to 1.00. As a result, the Company does not expect to have to reduce its term loan borrowings mandatorily with Excess Cash Flow (as defined in the Senior Credit Facilities). The Company was in compliance with the covenants under its Senior Credit Facilities at January 2, 2022.

The Senior Credit Facilities contain customary default provisions, including that the lenders may terminate their obligation to advance and may declare the unpaid balance of borrowings, or any part thereof, immediately due and payable upon the occurrence and during the continuance of customary events of default which include, without limitation, payment default, covenant default, bankruptcy default, cross-default on other indebtedness, judgment default and the occurrence of a change of control.

The Term Loan B Facility requires quarterly installment payments, which began on September 30, 2019. Amounts outstanding at January 2, 2022 are due and payable as follows:

- (i) seventeen quarterly installments of \$1.1 million;
- (ii) one final payment of \$153.8 million on April 30, 2026.

At January 2, 2022, borrowings under the Senior Credit Facilities bore interest as follows (subject to interest rate swap as described below):

(i) Revolving Credit Facility: at a rate per annum equal to (a) the Alternate Base Rate (as defined in the Senior Credit Facilities) plus 2.50% or (b) LIBOR Rate (as defined in the Senior Credit Facilities) plus 3.50%.

(ii) Term Loan B Facility borrowings: at a rate per annum equal to (a) the Alternate Base Rate (as defined in the Senior Credit Facilities) plus 2.25% or (b) LIBOR Rate (as defined in the Senior Credit Facilities) plus 3.25%.

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As of January 2, 2022, there were no revolving credit borrowings outstanding and \$9.0 million of letters of credit issued under the Revolving Credit Facility. After reserving for issued letters of credit and outstanding revolving credit borrowings, \$206.0 million was available for revolving credit borrowings under the Revolving Credit Facility at January 2, 2022. As of March 9, 2022, after reserving for issued letters of credit and \$20.0 million in revolving credit borrowings, \$186.0 million was available for revolving credit borrowings.

*Senior Notes due 2029.* On June 28, 2021, the Company issued \$300.0 million principal amount of 5.875% Senior Notes due 2029 (the "Notes") in a private placement. The proceeds of the offering, together with \$46.0 million of revolving credit borrowings under the Senior Credit Facilities, were used to (i) repay \$74.4 million of outstanding term B-1 loans and \$243.6 million of outstanding term B loans under the Senior Credit Facilities (which included scheduled principal payments), (ii) to pay fees and expenses related to the offering of the Notes and the Seventh Amendment and (iii) for working capital and general corporate purposes, including for possible future repurchases of its common stock and/or a dividend payment and/or payments on its common stock. In connection with these transactions, the Company recognized a loss of \$8.5 million on the early repayment of the outstanding Term B-1 and Term B loans.

Carrols Restaurant Group and certain of its subsidiaries (the "Guarantors") entered into the Indenture (the "Indenture") dated as of June 28, 2021 with the Bank of New York Mellon Trust Company governing the Notes. The Indenture provides that the Notes will mature on July 1, 2029 and will bear interest at the rate of 5.875% per annum, payable semi-annually on July 1 and January 1 of each year, beginning on January 1, 2022. The entire principal amount of the Notes will be due and payable in full on the maturity date. The Indenture further provides that the Company (i) may redeem some or all of the Notes at any time after July 1, 2024 at the redemption prices described therein, (ii) may redeem up to 40% of the Notes using the proceeds of certain equity offerings completed before July 1, 2024 and (iii) must offer to purchase the Notes if it sells certain of its assets or if specific kinds of changes in control occur, all as set forth in the Indenture. The Notes are senior unsecured obligations of Carrols Restaurant Group and are guaranteed on an unsecured basis by the Guarantors. The Indenture contains certain covenants that limit the ability of Carrols Restaurant Group and the Guarantors to, among other things: incur indebtedness or issue preferred stock; incur liens; pay dividends or make distributions in respect of capital stock or make certain other restricted payments or investments; sell assets; agree to payment restrictions affecting Restricted Subsidiaries (as defined in the Indenture); enter into transactions with affiliates; or merge, consolidate or sell substantially all of the assets. Such restrictions are subject to certain exceptions and qualifications all as set forth in the Indenture. The Company was in compliance with all such covenants as of January 2, 2022.

*Interest Rate Swap.* In March 2020, the Company entered into an interest rate swap agreement with certain of its lenders under the Senior Credit Facilities to mitigate the risk of increases in the variable interest rate related to term loan borrowings under the Senior Credit Facilities. The interest rate swap fixed the interest rate on 50% of the outstanding borrowings under the Senior Credit Facility at 0.915% plus the applicable margin in its Senior Credit Facilities. The agreement matures on February 28, 2025 and had an original notional amount of \$220.0 million. The differences between the variable LIBOR rate and the interest rate swap rate of 0.915% are settled monthly. The Company made additional interest payments of \$1.7 million and \$1.0 million to settle the interest rate swap during the twelve months ended January 2, 2022 and January 3, 2021, respectively.

On November 12, 2021, the Company partially terminated this interest rate swap to reduce the notional amount hedged from \$220.0 million to \$120.0 million. The reduction, which settled with net proceeds to the Company of \$0.2 million, leaves the fixed rate and other terms of the swap arrangement unchanged and provided the flexibility to repay borrowings under the Senior Credit Facilities which previously needed to be maintained at the hedged \$220.0 million notional amount.

The fair value of the Company's interest rate swap agreement was an asset of \$0.6 million as of January 2, 2022 which is included in other assets in the accompanying consolidated balance sheets. Changes in the valuation of the Company's interest rate swap were included as a component of other comprehensive income and will be reclassified to earnings as the income or losses are realized. The Company expects to reclassify net losses totaling \$0.9 million into earnings in the next twelve months.

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The Company's counterparties under this arrangement provided the Company with quarterly statements of the market values of these instruments based on significant inputs that were observable or could be derived principally from, or corroborated by, observable market data for substantially the full term of the asset or liability. The Company classified this within Level 2 of the valuation hierarchy described in Note 2. The impact on the derivative liabilities for the Company and the counterparties' non-performance risk to the derivative trades was considered when measuring the fair value of derivative liabilities.

At January 2, 2022, principal payments required on long-term debt, including finance leases, were as follows:

**Fiscal year ending:**

January 1, 2023	\$ 5,794
December 31, 2023	5,699
December 29, 2024	5,389
December 28, 2025	5,326
December 27, 2026	155,922
Thereafter	300,051
	\$ 478,181

The weighted average interest rate on all debt, excluding lease financing obligations, for the years ended January 2, 2022, January 3, 2021 and December 29, 2019 was 4.8%, 4.6% and 6.1%, respectively. Interest expense on the Company's long-term debt, excluding lease financing obligations, was \$28.7 million, \$27.2 million and \$27.8 million for the years ended January 2, 2022, January 3, 2021 and December 29, 2019, respectively.

**10. Other Income, net**

In 2021, the Company recorded other income, net of \$1.2 million, which consisted of a \$1.1 million gain from the sale of a litigation claim, insurance recoveries of \$1.3 million related to property damage at two of the Company's restaurants and a loss on disposal of assets of \$1.2 million.

In 2020, the Company recorded other income, net of \$1.3 million, which consisted of gains related to insurance recoveries from property damage at four of its restaurants of \$2.1 million, net gain on 12 sale-leaseback transactions of \$0.2 million and a loss on disposal of assets of \$1.0 million.

In 2019, the Company recorded other income, net of \$1.9 million which consisted of a \$1.9 million gain from a settlement with RBI for their approval of new restaurant development by other franchisees which unfavorably impacted the Company's restaurants, \$0.6 million net gains on sale-leaseback transactions, a \$0.2 million gain related to insurance recoveries from fire at two of its restaurants and a loss on a disposal of restaurant equipment of \$0.8 million.

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**11. Income Taxes**

The provision (benefit) for income taxes was comprised of the following:

	Year ended		
	January 2, 2022	January 3, 2021	December 29, 2019
Current:			
Federal	\$ —	\$ —	\$ (260)
State	(36)	268	119
	(36)	268	(141)
Deferred:			
Federal	(12,374)	(6,039)	(9,768)
State	(4,021)	(1,073)	(2,214)
	(16,395)	(7,112)	(11,982)
Increase in valuation allowance	11,272	13,138	—
Provision (benefit) for income taxes	<u>\$ (5,159)</u>	<u>\$ 6,294</u>	<u>\$ (12,123)</u>

Deferred income taxes reflect the net tax effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amount used for income tax purposes.

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The components of deferred income tax assets and liabilities at January 2, 2022 and January 3, 2021 were as follows:

	January 2, 2022	January 3, 2021
Deferred income tax assets:		
Operating lease liabilities	\$ 217,236	\$ 219,096
Federal net operating loss carryforwards	26,839	28,880
Tax credit carryforwards	39,965	35,650
State net operating loss carryforwards	6,837	6,032
Interest expense limitation under section 163 (j)	1,345	—
Stock-based compensation expense	1,683	1,323
Accrued vacation benefits	2,844	2,684
Accumulated other comprehensive income-accrued interest rate swap	—	1,841
Postretirement benefit obligations	766	853
Other deferred income tax assets	6,507	4,345
Gross deferred income tax assets	304,022	300,704
Less: Valuation allowance	(24,410)	(13,138)
Total deferred income tax assets	\$ 279,612	\$ 287,566
Deferred income tax liabilities:		
Operating right-of-use assets	(202,887)	(205,897)
Property and equipment depreciation	(18,092)	(26,056)
Franchise rights	(63,030)	(65,329)
Accumulated other comprehensive income-postretirement benefits	(380)	(474)
Accumulated other comprehensive income-accrued interest rate swap	(161)	—
Other deferred income tax liabilities	(2,679)	(1,172)
Total deferred income tax liabilities	(287,229)	(298,928)
Net long-term deferred income tax liabilities	\$ (7,617)	\$ (11,362)

The Company's federal net operating loss carryforwards generated prior to December 31, 2017 expire beginning in 2035. Federal net operating losses generated subsequent to 2017 have no expiration date. As of January 2, 2022, the Company had federal net operating loss carryforwards of approximately \$127.8 million, general business credits ("GBC") carryforwards of \$40.0 million and approximately \$143.9 million in state net operating loss carryforwards. The Company's GBC carryforwards begin to expire in 2031 and state net operating loss carryforwards begin to expire in 2022.

The Company has performed the required assessment of positive and negative evidence regarding the realization of deferred income tax assets in accordance with ASC 740 at January 2, 2022 and January 3, 2021. Under ASC 740, the weight given to negative and positive evidence is commensurate only to the extent that such evidence can be objectively verified. ASC 740 prescribes that objective historical evidence, in particular the Company's three-year cumulative loss position at January 2, 2022, be given a greater weight than subjective evidence, including the Company's forecast of future taxable income, which include assumptions that cannot be objectively verified. In determining the likelihood of future realization of the deferred income tax assets as of January 2, 2022 and January 3, 2021 the Company considered both positive and negative evidence and weighted the effect of such evidence based upon its objectivity. Based on the required weight of evidence under ASC 740, as of January 2, 2022 and January 3, 2021, the Company determined the valuation allowances needed for certain federal

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income tax credits that may expire prior to their utilization by the Company of \$24.4 million and \$13.1 million, respectively. The amount of the deferred tax asset to be considered realizable, however, could be adjusted if estimates of future taxable income during the carryforward period are reduced or increased or if objective negative evidence in the form of cumulative losses is no longer present and additional weight may be given to subjective evidence such as projections for growth. The company recorded income tax expense of \$11.3 million and \$13.1 million in fiscal 2021 and 2020, respectively, relative to this valuation reserve.

A reconciliation of the statutory federal income tax provision to the income tax provision (benefit) for the years ended January 2, 2022, January 3, 2021, and December 29, 2019 was as follows:

	Year ended		
	January 2, 2022	January 3, 2021	December 29, 2019
Statutory federal income tax provision (benefit)	\$ (10,119)	\$ (4,865)	\$ (9,249)
State income taxes, net of federal benefit	(2,934)	(726)	(1,655)
Employment tax credits	(3,274)	(2,585)	(2,938)
Change in valuation allowances	11,272	13,138	—
Non-deductible expenses	431	214	1,374
Stock-based compensation	127	525	308
Rate change	(163)	312	—
Miscellaneous	(499)	281	37
Provision (benefit) for income taxes	<u>\$ (5,159)</u>	<u>\$ 6,294</u>	<u>\$ (12,123)</u>

The Company's policy is to recognize interest and/or penalties related to uncertain tax positions in income tax expense. At January 2, 2022 and January 3, 2021, the Company had no unrecognized tax benefits and no accrued interest related to uncertain tax positions. The tax years 2017 - 2020 remain open to examination by the major taxing jurisdictions to which the Company is subject. Although it is not reasonably possible to estimate the amount by which unrecognized tax benefits may increase within the next twelve months due to uncertainties regarding the timing of examinations, the Company does not expect unrecognized tax benefits to significantly change in the next twelve months.

On March 27, 2020, the United States enacted the CARES Act as a response to the economic uncertainty resulting from COVID-19. The CARES Act includes modifications for net operating loss carryovers and carrybacks, limitations of business interest expense for tax, immediate refund of alternative minimum tax (AMT) credit carryovers as well as a technical correction to the Tax Cuts and Jobs Act of 2017, referred to herein as the U.S. Tax Act, for qualified improvement property. As of January 2, 2022, the Company expects that the carryback of net operating losses will not have an impact on its current tax attributes.

## 12. Stock-Based Compensation

*2016 Stock Incentive Plan.* In 2016, the Company adopted a stock plan entitled the 2016 Stock Incentive Plan (the "2016 Plan") and reserved and authorized a total of 4,000,000 shares of common stock for grant thereunder. On June 18, 2021, at the 2021 Annual Meeting of Stockholders, the Company' stockholders approved the Second Amendment to the 2016 Plan increasing the authorized total by 3,500,000 to 7,500,000 shares of common stock for grant thereunder. As of January 2, 2022, 3,599,630 shares were available for future grant or issuance.

Stock-based compensation expense for the years ended January 2, 2022, January 3, 2021, and December 29, 2019 was \$6.2 million, \$5.2 million and \$5.8 million, respectively. As of January 2, 2022, the total remaining stock-based compensation expense relating to non-vested shares and stock options was approximately \$5.6 million and the remaining weighted average vesting period for non-vested shares and stock options was 1.1 years.

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*Non-vested Shares.* During the year ended January 2, 2022, the Company granted 895,000 non-vested shares of common stock to certain employees and officers of the Company and 92,744 non-vested shares to outside directors of the Company. These shares generally vest in equal installments over their three-year service period, provided the participant has continuously remained an employee, officer, or director of the Company.

During the year ended January 3, 2021, the Company granted 790,000 non-vested shares of common stock to certain employees and officers of the Company and 73,128 non-vested shares to outside directors of the Company. These shares generally vest in equal installments over their three-year service period, provided the participant has continuously remained an employee, officer, or director of the Company.

During the year ended December 29, 2019, the Company granted 417,500 non-vested shares of common stock to certain employees and officers of the Company and 47,470 non-vested shares of common stock to non-employee directors provided that the participant has continuously remained an employee, officer or director of the Company. These shares generally vest in equal installments over their three-year service period. Also in 2019, the Company granted 10,000 non-vested shares of common stock to an interim officer of the Company, which vested in May 2020.

A summary of all non-vested common share activity for the year ended January 2, 2022 was as follows:

	Shares	Weighted Average Grant Date Price
Non-vested at January 3, 2021	1,167,848	\$ 7.02
Granted	987,744	\$ 6.94
Vested	(531,437)	\$ 7.94
Forfeited	(287,325)	\$ 7.21
Non-vested at January 2, 2022	<u>1,336,830</u>	<u>\$ 6.55</u>

The fair value of the non-vested shares is based on the closing price of the Company's common stock on the date of grant.

*Stock Options.* During the twelve months ended January 3, 2021, the Company granted in the aggregate options to purchase 1,075,000 shares of its common stock, consisting of 739,340 shares of non-qualified stock options and 335,660 shares of incentive stock options ("ISOs") to certain employees and officers of the Company. These options become exercisable and are being expensed in equal installments over their three-year service period. The options expire seven years from the date of the grant and were issued with an exercise price equal to the fair market value of the stock price, or \$7.12 per share of common stock, on the date of grant.

The following assumptions were used in the Black-Scholes option-pricing model to determine the fair value of stock option awards at the grant date:

	2020
Risk-free interest rate	0.21 %
Expected term (in years)	4.5
Expected volatility	65.10 %
Expected dividend yield	— %
Fair Value	\$ 3.65

Expected term represents the period that the stock option awards were expected to be outstanding. Given the Company has not issued stock options since 2010, it concluded that its stock option exercise history did not provide a reasonable basis upon which to estimate expected term and therefore used the simplified method to determine the expected term of this stock option grant. This method bases the expected term calculation on the average of the

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vesting term and the contractual term of the awards. The risk-free interest rate was based on the yield of constant maturity U.S. treasury bonds with a remaining term equal to the expected term of the awards. There was no expected dividend yield. The Company estimated the stock price volatility using weekly price observations over the most recent historical period equal to the expected life of the awards.

A summary of all stock option activity for the year ended January 2, 2022 was as follows:

	Options	Weighted Average Exercise Price	Average Remaining Contractual Life	Aggregate Intrinsic Value (1)
Options outstanding at January 3, 2021	1,050,000			
Forfeited	(25,000)	\$ 7.12		
Options Outstanding at January 2, 2022	1,025,000	\$ 7.12	5.6	\$ —
Vested or expected to vest at January 2, 2022	1,025,000	\$ 7.12	5.6	\$ —
Options exercisable at January 2, 2022	348,500	\$ 7.12	5.6	\$ —

(1) The aggregate intrinsic value is calculated using the difference between the market price of the Company's common stock at January 2, 2022 of \$2.96 and the grant date exercise price for only those awards that have a grant date exercise price that is less than the market price of the Company's common stock at January 2, 2022. There were no awards having a grant date exercise price less than the market price of the Company's common stock at January 2, 2022.

**Restricted Stock Units.** The Company has issued restricted stock units ("RSUs") on shares of the Company's common shares to certain officers of the Company. During the twelve months ended January 2, 2022, the Company issued 99,317 RSUs which generally vest in equal installments over three years. Additionally, 12,805 RSUs were issued as dividend equivalents in connection with the special dividend in 2021 which will vest according to the original vesting schedules of the underlying RSUs. During the twelve months ended January 2, 2022, 19,958 RSUs vested into shares of the Company's common stock at a weighted average price of \$6.68 per share.

A summary of all RSU activity for the year ended January 2, 2022 was as follows:

	Units
Non-vested at January 3, 2021	37,456
Granted	112,122
Vested	(19,958)
Non-vested at January 2, 2022	129,620

### 13. Stockholders' Equity

**Preferred Stock.** In 2012, Carrols Restaurant Group issued to BKC 100 shares of the Company's Series A Convertible Preferred Stock (the "Series A Convertible Preferred Stock") pursuant to a certificate of designation. These shares were convertible into 9,414,580 shares of Carrols Restaurant Group Common Stock ("Carrols Common Stock"). In 2018, Carrols Restaurant Group, BKC and Blue Holdco 1, LLC ("Blue Holdco" and together with BKC, the "BKC Stockholders") exchanged the Series A Convertible Preferred Stock for Series B Convertible Preferred Stock (the "Series B Convertible Preferred Stock"), with substantially the same powers, preferences and rights of the shares of Series A Convertible Preferred Stock, except to provide that such shares will be transferable by the BKC Stockholders solely to certain of its affiliates or subsidiaries.

The Series B Convertible Preferred Stock ranks senior to Carrols Common Stock with respect to rights on liquidation, winding-up and dissolution of Carrols Restaurant Group. The Series B Convertible Preferred Stock is perpetual, will receive any dividends and amounts upon a liquidation event on an as converted basis, does not pay interest and has no mandatory prepayment features.

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The BKC Stockholders also have certain approval and voting rights as set forth in the certificate of designation for the Series B Convertible Preferred Stock so long as they own greater than 7.5% of the outstanding shares of Carrols Common Stock (on an as-converted basis). The Series B Convertible Preferred Stock will vote with the Company's Common Stock on an as converted basis and provides for the right of the BKC Stockholders to elect (a) two members to the Company's Board of Directors until the date on which the number of shares of common stock into which the outstanding shares of Series B Convertible Preferred Stock held by the BKC stockholders are then convertible constitutes less than 11.5% of the total number of outstanding shares of the Company's Common Stock and (b) one member to the Company's Board of Directors until the BKC Stockholders own Series B Convertible Preferred Stock (on an as converted basis) of less than 7.5% of the total number of outstanding shares of the Company's Common Stock.

In connection with the Cambridge Merger, Cambridge Holdings was issued 10,000 shares of the Company's Series C Convertible Preferred Stock (the "Series C Convertible Preferred Stock") that was automatically converted during the third quarter of 2019 into approximately 7.5 million shares of the Company's Common Stock when such conversion was approved by the Company's stockholders at the Company's annual stockholders meeting on August 29, 2019. A Registration Rights and Stockholders' Agreement was entered into between the Company and Cambridge Holdings in connection with the issuance of Series C Convertible Preferred Stock which requires (a) two members to be nominated for election or re-election to the Company's Board of Directors until the date on which the number of shares of common stock held by Cambridge Holdings is less than 14.5% of the total number of outstanding shares of the Company's Common Stock and (b) one member to be nominated for election or re-election to the Company's Board of Directors until the date on which the number of shares of common stock held by Cambridge Holdings is less than 10% of the total number of outstanding shares of the Company's Common Stock. As of January 2, 2022 Cambridge Holdings beneficially owns approximately 24.4% of the Company's outstanding Common Stock after giving effect to treasury share repurchases.

*Stock Repurchase Program.* On August 2, 2019, the Company's Board of Directors approved a stock repurchase plan ("Repurchase Program") under which the Company may repurchase up to \$25.0 million of its outstanding common stock. The authorization became effective August 2, 2019.

On August 10, 2021, the Company's Board of Directors approved an extension of the Company's Repurchase Program with approximately \$11.0 million of its original \$25 million in capacity remaining. The authorization will expire on August 2, 2023, unless terminated earlier by the Board of Directors. Purchases under the Repurchase Program may be made from time to time in open market transactions at prevailing market prices or in privately negotiated transactions (including, without limitation, the use of Rule 10b5-1 plans) in compliance with applicable federal securities laws, including Rule 10b-18 under the Securities Exchange Act of 1934, as amended. The Company has no obligation to repurchase stock under the Repurchase Program, and the timing, actual number and value of shares purchased will depend on the Company's stock price, trading volume, general market and economic conditions, and other factors.

During the twelve months ended January 3, 2021, the Company repurchased in open market transactions 1,534,304 shares of the Company's Common Stock at an average share price of \$6.52 for a total cost of \$10.0 million under the Repurchase Program.

During the twelve months ended December 29, 2019, the Company repurchased in open market transactions 553,112 shares of the Company's Common Stock at an average share price of \$7.26 for a total cost of \$4.0 million under the Repurchase Program.

At January 2, 2022, \$11.0 million was available to repurchase shares under the Repurchase Program. Shares repurchased are being held in treasury until they are retired at the discretion of the Board of Directors.

*Special Cash Dividend.* Effective August 12, 2021, the Board declared a \$0.41 per share special cash dividend amounting to \$0.41 per share on all issued and outstanding shares of common stock, including common stock

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issuable on the conversion of our Series B Convertible Preferred Stock. The special cash dividend of \$24.9 million was paid on October 5, 2021 to stockholders of record as of the close of business on August 25, 2021.

#### 14. Net Income (Loss) per Share

The Company applies the two-class method to calculate and present net income (loss) per share. The Company's non-vested restricted share awards and Series B Convertible Preferred Stock held by the BKC Stockholders contain non-forfeitable rights to dividends and are considered participating securities for purposes of computing net income per share pursuant to the two-class method. Under the two-class method, net earnings are reduced by the amount of dividends declared (whether paid or unpaid) and the remaining undistributed earnings are then allocated to common stock and participating securities, based on their respective rights to receive dividends.

Basic net income (loss) per share is computed by dividing net income (loss) available to common stockholders by the weighted average number of shares of common stock outstanding for the reporting period. Diluted net income (loss) per share reflects additional shares of common stock outstanding, where applicable, calculated using the treasury stock method or the two-class method.

The following table sets forth the calculation of basic and diluted net income (loss) per share:

	Year ended		
	January 2, 2022	January 3, 2021	December 29, 2019
<b>Basic net loss per share:</b>			
Net loss	\$ (43,029)	\$ (29,463)	\$ (31,919)
Less: Income attributable to non-vested shares	—	—	—
Less: Income attributable to preferred stock	—	—	—
Net loss available to common stockholders	<u>\$ (43,029)</u>	<u>\$ (29,463)</u>	<u>\$ (31,919)</u>
Weighted average common shares outstanding	<u>49,899,274</u>	<u>50,751,185</u>	<u>43,421,715</u>
Basic net loss per share	<u>\$ (0.86)</u>	<u>\$ (0.58)</u>	<u>\$ (0.74)</u>
<b>Diluted net loss per share:</b>			
Net loss	\$ (43,029)	\$ (29,463)	\$ (31,919)
Weighted average common shares outstanding	49,899,274	50,751,185	43,421,715
Dilutive effect of preferred stock and non-vested shares	—	—	—
Dilutive weighted average common shares outstanding	<u>49,899,274</u>	<u>50,751,185</u>	<u>43,421,715</u>
Diluted net loss per share (1)	<u>\$ (0.86)</u>	<u>\$ (0.58)</u>	<u>\$ (0.74)</u>
Shares excluded from diluted net loss per share computations (1)	<u>9,681,878</u>	<u>9,615,435</u>	<u>11,484,159</u>

- (1) Shares issuable upon conversion of preferred stock and non-vested shares were excluded from the computation of diluted net loss per share because their effect would have been anti-dilutive.

## 15. Commitments and Contingencies

**Lease Guarantees.** Fiesta Restaurant Group, Inc. ("Fiesta"), a former wholly-owned subsidiary of the Company, was spun-off in 2012 to the Company's stockholders. As of January 2, 2022, the Company is a guarantor under 17 leases from the time when Fiesta was its subsidiary, which have lease terms expiring on various dates through 2030. As of January 2, 2022, the guarantees include eight Fiesta restaurant property leases and nine Taco Cabana leases of which all but one Fiesta-owned restaurant is still operating. Eight of these guarantees are for leases with Pollo Operations, Inc, a wholly owned subsidiary of Fiesta, and nine of the guarantees are for leases Texas Taco Cabana, L.P., an indirect subsidiary of Taco Cabana, Inc. (together with all direct and indirect subsidiaries, "Taco"). Taco was a wholly owned subsidiary of Fiesta until August 17, 2021 when Fiesta sold all of its outstanding capital stock of Taco Cabana, Inc. to YTC Enterprises, LLC, an affiliate of Yadav Enterprises, Inc. The Company is fully liable for all obligations under the terms of the leases in the event that a tenant fails to pay any sums due under the lease, subject to indemnification provisions of the Separation and Distribution Agreement entered into in connection with the spin-off of Fiesta.

The maximum potential amount of future undiscounted rental payments the Company could be required to make under these leases at January 2, 2022 was \$9.0 million. The obligations under these leases will generally continue to decrease over time as these operating leases expire, other than execution of option renewals that exist under the original leases. No payments related to these guarantees have been made by the Company to date and none are expected to be required to be made in the future. The Company has not recorded a liability for these guarantees in accordance with ASC 460 - Guarantees as Fiesta has indemnified the Company for all such obligations and the Company did not believe it was probable it would be required to perform under any of the guarantees or direct obligations.

**Litigation.** The Company is a party to various litigation matters that arise in the ordinary course of business. The Company does not believe that the ultimate resolution of any of these other matters will have a material adverse effect on its consolidated financial statements.

**Supplier Concentrations.** The Company primarily utilizes four distributors, McLane Company Inc., Lineage Foodservice Solutions, LLC, Reinhart Food Service LLC and Performance Foodservice, to supply its Burger King restaurants with the majority of its foodstuffs. As of January 2, 2022, such distributors supplied 31%, 30%, 29% and 10%, respectively, of the Company's Burger King restaurants. The Company utilizes five distributors for its Popeyes restaurants, two for poultry products and three for all other products. For the Company's Popeyes restaurants, one distributor, Customized Distribution Services, supplies 69% of its poultry products and 91% of its non-poultry products.

**Transition Agreement.** On September 23, 2021, the Company entered into a transition agreement with the Company's CEO and President, Daniel T. Accordino which outlines certain payments to be made upon his retirement on April 1, 2022, all subject to his compliance with terms of the agreement.

## 16. Transactions with Related Parties

In connection with an acquisition of restaurants from BKC in 2012, the Company issued to BKC 100 shares of Series A Convertible Preferred Stock, which was exchanged for 100 shares of newly issued Series B Convertible Preferred Stock in 2018, and as of January 2, 2022 is convertible into approximately 15.5% of the outstanding shares of the Company's common stock after giving effect to the conversion of the Series B Convertible Preferred Stock and excluding shares held in treasury. See Note 13—Stockholder's Equity for further information. Pursuant to the terms of the Series B Convertible Preferred Stock, the BKC Stockholders are entitled to elect two representatives on the Company's Board of Directors.

The Company operates its Burger King restaurants under franchise agreements with BKC and its Popeyes restaurants under franchise agreements with PLK, both subsidiaries of RBI. These franchise agreements generally provide for an initial term of twenty years and currently have an initial franchise fee of \$50,000. With BKC's and PLK's respective approval, the Company can elect to extend franchise agreements for additional 20 year terms, provided that the restaurant meets the current restaurant image standard and the Company is not in default under terms of the franchise agreement. In addition to the initial franchise fee, the Company generally pays BKC a

**CARROLS RESTAURANT GROUP, INC.**  
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(Tabular amounts in thousands, except share and per share amounts)

monthly royalty at a rate of 4.5% of its Burger King sales and PLK a weekly royalty at a rate of 5.0% of its Popeyes sales. Royalty expense was \$72.8 million, \$67.2 million, and \$62.0 million for the years ended January 2, 2022, January 3, 2021 and December 29, 2019, respectively and is included in other restaurant operating expenses in the consolidated statements of comprehensive income (loss). Beginning in May of 2021, the Company also pays a monthly fee to BKC for use of its digital platform which was \$1.3 million for the year ended January 2, 2022 and is included in other restaurant operating expenses in the condensed consolidated statements of comprehensive income (loss).

The Company is also generally required to contribute 4% of restaurant sales from the Company's restaurants to the advertising funds utilized by BKC and PLK for their advertising, promotional programs and public relations activities, and amounts for additional local advertising in markets that approve such advertising. Advertising expense associated with these expenditures was \$64.0 million, \$59.3 million and \$56.7 million for the years ended January 2, 2022, January 3, 2021 and December 29, 2019, respectively.

As of January 2, 2022, January 3, 2021, and December 29, 2019, the Company leased 225, 232 and 248 of its restaurant locations from BKC, respectively. As of January 2, 2022, the terms and conditions of the leases with BKC are identical to those between BKC and their third-party lessor for 96 of the restaurants. Aggregate rent under these BKC leases for the years ended January 2, 2022, January 3, 2021 and December 29, 2019 was \$26.9 million, \$25.9 million, and \$27.4 million, respectively. The Company does not believe that such lease terms have been significantly affected by the fact that the Company and BKC are deemed to be related parties.

As of January 2, 2022 and January 3, 2021, the Company owed BKC \$16.3 million and \$14.7 million respectively, related to the payment of advertising, royalties, digital fees, rent and real estate taxes, which is normally remitted on a monthly basis. These costs are included in accounts payable, other current liabilities, prepaid rent and accrued real estate taxes on the accompanying consolidated balance sheets.

The Company, Carrols Corporation, Carrols LLC, and BKC entered into an Area Development Agreement (the "ADA") which commenced on April 30, 2019, was set to end on September 30, 2024 and which superseded the Operating Agreement dated as of May 30, 2012, as amended, between Carrols LLC and BKC. The ADA was amended and restated by all parties on January 4, 2021 (the "Amended ADA"). Pursuant to the ADA and for a cost of \$3.0 million, BKC had assigned to Carrols LLC the right of first refusal on the sale of franchisee-operated restaurants in 16 states and a limited number of counties in four additional states ("ADA ROFR"). The ADA ROFR was terminated in connection with the Amended ADA.

Under the Amended ADA, Carrols LLC has agreed to open, build and operate a total of 50 new Burger King restaurants, 80% of which must be in Kentucky, Tennessee and Indiana. This includes four Burger King restaurants by September 30, 2021 (which were completed in 2021), 10 additional Burger King restaurants by September 30, 2022, 12 additional Burger King restaurants by September 30, 2023, 12 additional Burger King restaurants by September 30, 2024 and 12 additional Burger King restaurants by September 30, 2025. There is a 90-day cure period to meet the required restaurant development each development year.

In addition, pursuant to the Amended ADA, BKC granted Carrols LLC franchise pre-approval to build new Burger King restaurants or acquire Burger King restaurants from Burger King franchisees with respect to 500 Burger King restaurants in the aggregate in (i) Kentucky, Tennessee and Indiana (excluding certain geographic areas in Indiana) and (ii) (a) 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) and (b) any other geographic locations that Carrols LLC enters after the commencement date of the Amended ADA pursuant to BKC procedures subject to certain limitations.

In connection with an acquisition of restaurants in 2019, the Company assumed a development agreement for Popeyes, which included an assignment by PLK of its right of first refusal under its franchise agreements with its franchisees for acquisitions in two southern states, as well as a development commitment to open, build and operate

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approximately 80 new Popeyes restaurants over six years. This development agreement with PLK was terminated on March 17, 2021, with certain covenants applicable to the Company surviving the termination. PLK reserved the right to charge the Company a \$0.6 million fee if PLK and the Company are not able to come to a mutually agreeable solution with respect to such fee within a six-month period.

The Company received \$1.9 million related to a settlement with BKC for their approval of new restaurant development by other franchisees which unfavorably impacted the Company's restaurants which was recorded as other income in 2019 (see Note 10).

#### **17. Retirement Plans**

The Company offers its salaried employees the option to participate in the Carrols Corporation Retirement Savings Plan (the "Retirement Plan"). The Retirement Plan includes a savings option pursuant to section 401(k) of the Internal Revenue Code in addition to a post-tax savings option. Participating employees may contribute up to 50% of their salary annually to either of the savings options, subject to other limitations. The employees may allocate their contributions to various investment options available under a trust established by the Retirement Plan. The Company may elect to contribute to the Retirement Plan on an annual basis. The Company's contribution is equal to 50% of the employee's contribution subject to a maximum annual amount and begins to vest after one year of service and fully vests after five years of service. A year of service is defined as a plan year during which an employee completes at least 1,000 hours of service. Expense recognized for the Company's contributions to the Retirement Plan was \$1.8 million, \$1.9 million and \$1.4 million for the years ended January 2, 2022, January 3, 2021 and December 29, 2019, respectively.

The Company also has an Amended and Restated Deferred Compensation Plan which permits employees not eligible to participate in the Retirement Plan because they have been excluded as "highly compensated" employees (as so defined in the Retirement Plan) to voluntarily defer portions of their base salary and annual bonus. All amounts deferred by the participants earn interest at 8% per annum. There is no Company matching on any portion of the funds. At January 2, 2022 and January 3, 2021, a total of \$4.9 million and \$4.4 million, respectively, was deferred under this plan, including accrued interest, which is included in accrued payroll and long-term other liabilities on the accompanying consolidated balance sheets.

#### **18. Selected Quarterly Financial Data (Unaudited)**

	<b>Year Ended January 2, 2022</b>			
	<b>First Quarter</b>	<b>Second Quarter</b>	<b>Third Quarter</b>	<b>Fourth Quarter</b>
Restaurant sales	\$ 389,993	\$ 424,541 <sup>(1)</sup>	\$ 421,703	\$ 416,133
Income (loss) from operations	(3,103) <sup>(2)</sup>	5,889 <sup>(1)(2)</sup>	(3,647) <sup>(1)(2)</sup>	(9,998) <sup>(2)</sup>
Net loss	(7,168)	(9,559) <sup>(3)</sup>	(9,902) <sup>(3)</sup>	(16,400) <sup>(3)</sup>
Basic and diluted net loss per share	(0.14)	(0.19)	(0.20)	(0.33)
Restaurants open at end of period	1,075	1,092	1,092	1,091

	<b>Year Ended January 3, 2021</b>			
	<b>First Quarter</b>	<b>Second Quarter</b>	<b>Third Quarter</b>	<b>Fourth Quarter (4)</b>
Restaurant sales	\$ 351,518 <sup>(5)</sup>	\$ 368,418 <sup>(5)</sup>	\$ 407,036	\$ 420,530
Income (loss) from operations	(22,047) <sup>(6)</sup>	14,302 <sup>(6)</sup>	10,228 <sup>(6)</sup>	1,631 <sup>(6)</sup>
Net income (loss)	(22,209)	7,842	3,531	(18,627) <sup>(7)</sup>
Basic and diluted net income (loss) per share	(0.44)	0.13	0.06	(0.37)
Restaurants open at end of period	1,093	1,092	1,088	1,074

- (1) In fiscal 2021 the Company acquired 19 restaurants in two separate transactions the second quarter. In fiscal 2021 the Company recorded acquisition costs related to the 2021 acquisitions of \$0.3 million in the second quarter and \$0.1 million in the third quarter (See Note 3).
- (2) In fiscal 2021 the Company recorded impairment and other lease charges of \$0.4 million in the first quarter, \$0.1 million in the second quarter, \$0.8 million in the third quarter and \$3.2 million in the fourth quarter (See Note 6).
- (3) In 2021, the Company recorded a valuation allowance on certain of its tax credits of \$2.6 million in the second quarter, \$1.6 million in the third quarter and \$7.1 million in the fourth quarter.
- (4) The fourth quarter of 2020 includes an extra week (See Note 2). Sales in this extra week were \$28.4 million.
- (5) In the first and second quarters of 2020, the Company's sales were impacted by the onset of the COVID-19 pandemic. Restaurant sales during the last two weeks of March and first two weeks of April showed approximately 30% declines in comparable sales. The declines began easing mid-April and throughout May, with a return to positive changes in comparable restaurant sales for the month of June.
- (6) In fiscal 2020, the Company recorded impairment and other lease charges of \$2.9 million in the first quarter, \$2.9 million in the second quarter, \$2.0 million in the third quarter and \$5.0 million in the fourth quarter. The fourth quarter of 2020 included a \$2.0 million charge related to the ROFR termination (See Note 6).
- (7) In the fourth quarter of 2020, the Company recorded a valuation allowance on certain of its tax credits of \$12.9 million (See Note 11).

**CARROLS RESTAURANT GROUP, INC. AND SUBSIDIARY**  
**SCHEDULE II - VALUATION AND QUALIFYING ACCOUNTS**  
**YEARS ENDED JANUARY 2, 2022, JANUARY 3, 2021 AND DECEMBER 29, 2019**  
(In thousands)

Description	Column B	Column C		Column D	Column E
	Balance at Beginning of Period	Charged to Costs and Expenses	Charged to other accounts	Deductions	Balance at End of Period
Year Ended January 2, 2022					
Deferred income tax valuation allowance	\$ 13,138	\$ 11,272	\$ —	\$ —	\$ 24,410
Year Ended January 3, 2021					
Deferred income tax valuation allowance	\$ —	\$ 13,138	\$ —	\$ —	\$ 13,138

## SIGNATURES

Pursuant to the requirements of the Section 13 or 15 (d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized, on the 10th day of March 2022.

CARROLS RESTAURANT GROUP, INC.

/s/ Daniel T. Accordinio

**(Signature)**

**Daniel T. Accordinio**  
**Chief Executive Officer**

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant and in the capacities on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Daniel T. Accordinio</u> <b>Daniel T. Accordinio</b>	President, Chief Executive Officer and Chairman of the Board of Directors	March 10, 2022
<u>/s/ Anthony E. Hull</u> <b>Anthony E. Hull</b>	Vice President, Chief Financial Officer and Treasurer	March 10, 2022
<u>/s/ Thomas B. Curtis</u> <b>Thomas B. Curtis</b>	Director	March 10, 2022
<u>/s/ Hannah S. Craven</u> <b>Hannah S. Craven</b>	Director	March 10, 2022
<u>/s/ Deborah M. Derby</u> <b>Deborah M. Derby</b>	Director	March 10, 2022
<u>/s/ Matthew Dunnigan</u> <b>Matthew Dunnigan</b>	Director	March 10, 2022
<u>/s/ Lawrence E. Hyatt</u> <b>Lawrence E. Hyatt</b>	Director	March 10, 2022
<u>/s/ David S. Harris</u> <b>David S. Harris</b>	Director	March 10, 2022
<u>/s/ Matthew Terker Perelman</u> <b>Matthew Terker Perelman</b>	Director	March 10, 2022
<u>/s/ Alexander R. Sloane</u> <b>Alexander R. Sloane</b>	Director	March 10, 2022



February 18, 2022

Mr. Paulo Pena

Dear Paulo:

We are very pleased to extend an offer of employment to you for the position of President and Chief Executive Officer of Carrols Restaurant Group, Inc. (together with its direct and indirect subsidiaries, the "Company"). This offer of employment is conditioned on the satisfactory completion of certain requirements, as more fully explained in this letter.

**Position**

The position is that of President and Chief Executive Officer and reports to the Board of Directors (the "Board") of the Company.

**Start Date**

It is anticipated that you will start on April 1, 2022 (the "Start Date").

**Base Salary/Merit Increases**

Your annual base salary will be \$600,000. This will be paid in accordance with the Company's monthly payroll practices for executives at a rate of \$50,000 a month, less applicable taxes and withholdings. You will be eligible for annual merit increases in your base salary as determined by the Compensation Committee of the Board in its sole discretion.

**Annual Bonus**

You will participate in the Executive Bonus Plan. Your target bonus percent is 100% of your annual base salary. A copy of the 2022 Executive Bonus Plan is being provided to you with this offer letter.

**Restricted Stock Awards**

As a material inducement for your employment with the Company, on April 1, 2022, you will receive a grant of 100,000 shares of the Company's restricted stock (the "Non-Performance Share Grant"). One-half of the shares comprising the Non-Performance Share Grant will vest on April 1, 2023, with the remaining shares vesting on April 1, 2024.

On April 1, 2022, you will also receive a grant of 600,000 shares of the Company's restricted stock (the "Performance Share Grant") which will vest on April 1, 2025, conditioned upon the achievement of the following two performance metrics:

- *Organic Adjusted EBITDA Growth* – The Company achieving compounded organic adjusted EBITDA growth of at least ten percent (10%) per annum over the three-year period (the "Organic EBITDA Growth Metric"), it being understood that the achievement of the Organic EBITDA Growth Metric will be measured at the end of the three-year period and not on an annual basis; and

- *Share Price Growth* – In the event that the Organic EBITDA Growth Metric is achieved, the following number of shares of the Performance Share Grant will vest based on the Company’s average closing stock price for the sixty (60) trading days prior to April 1, 2025 exceeding the following thresholds:

<u>Average Closing Stock Price</u>	<u>Percentage of Performance Share Grant Vesting</u>
> \$3/share	34 percent
> \$5/share	67 percent
> \$8/share	100 percent

For example, if the Organic EBITDA Growth Metric is achieved and the Company’s average closing stock price for the sixty (60) trading days prior to April 1, 2025 was \$6/share, 67 percent, or 402,000 shares, of the Performance Share Grant would vest.

During your employment with the Company, additional restricted stock grants may also be granted to you as determined by the Compensation Committee of the Board in its sole discretion.

### **Deferred Compensation Plan**

Effective April 1, 2022, you will be eligible to participate in the Carrols Corporation Deferred Compensation Plan (the “Deferred Compensation Plan”) subject to the requirements of the plan. A copy of the Deferred Compensation Plan will be provided to you.

### **Benefits**

You and your dependents (as defined by plan documents) will be eligible to participate in the Company’s Medical, Dental, Vision, Flexible Spending Account, Health Savings Account and Life Insurance plans. All benefits are per the plan documents. Your participation (if you elect) in these benefits will be effective April 1, 2022, provided you enroll on the Benefits Portal. You will also be eligible for the Company’s Short-Term and Long-Term Disability Plans. This benefit, if elected, will be effective July 1, 2022. Your share of the cost for the benefits you elect will be deducted from your monthly paycheck.

### **Vacation/Floating Days**

Commencing with your employment, you will be eligible for three (3) weeks of vacation each year. At the end of your tenth year of employment, you will then be eligible for four (4) weeks of vacation. In the event of your termination, payment for unused vacation will be based on the Company’s vacation policy in effect at that time. You are also eligible for two (2) floating days each year.

### **Expense Reimbursement**

You will be reimbursed for all business expenses incurred in accordance with Company policy including mileage reimbursable for use of your personal vehicle on Company business.

**Miscellaneous**

The Company will provide you with a \$250,000 stipend (the “Stipend”) in lieu of any moving, housing, bonus (or stock) relinquishment or other similar cost, expense or compensation loss you may incur. One-half of the Stipend will be paid to you within thirty (30) days of the Start Date, with the remainder being paid on or about October 1, 2022, less applicable taxes and withholdings. In the event that you voluntarily terminate your employment with the Company on or before April 1, 2023, you will be required to reimburse the Company the entire amount of the Stipend, and if you voluntarily terminate your employment with the Company after April 1, 2023 but on or before April 1, 2024, you will be required to reimburse the Company one-half of the amount of the Stipend.

**Mandatory Arbitration Program (MAP)**

All employees are subject to our Mandatory Arbitration Program and are required to execute an agreement providing for the resolution of disputes pursuant to binding arbitration (the “MAP Agreement”) as a condition to employment. A copy of the MAP Agreement is attached as Exhibit A hereto and made a part of these terms.

**Change of Control and Severance Agreement**

The Company has agreed to provide you with a change of control and severance agreement in form and content as set forth on Exhibit B attached to and made a part of this offer letter (the “Change of Control and Severance Agreement”). The Change of Control and Severance Agreement will be executed by you and the Company after the contingencies set forth in this letter are satisfied on the Start Date.

**Governing Law and Dispute Resolution**

This offer letter shall be governed by the laws of the State of New York, without regard to conflict of law principles. Any dispute, claim, demand, or controversy arising out of or relating in any way whatsoever to this offer letter including, but not limited to, breach, termination, enforcement, interpretation or validity of this offer letter, or the requirement or applicability of this offer letter to arbitrate, shall be determined by binding arbitration before a single arbitrator administered by JAMS, a national arbitration association, and conducted under the then current JAMS Comprehensive Arbitration Rules and Procedures (the “JAMS Rules and Procedures”). To start the arbitration process, the party requesting arbitration must send a written request for arbitration and the filing fee to JAMS office serving the Syracuse, New York metropolitan region. A copy of the request must also be sent to the non-requesting party. The arbitrator will strictly apply the law of the State of New York as set forth in this offer letter and shall make a final decision all according to the JAMS Rules and Procedures. The arbitrator shall have no right to compel any party to breach any existing written agreement or obligation. The judgment rendered by the arbitrator may be entered in any court having jurisdiction thereof and shall be final upon the parties. Any arbitration proceedings shall be conducted exclusively within the State of New York at a location therein selected by JAMS in accordance with the JAMS Rules and Procedures. This clause shall not preclude the parties from seeking provisional remedies in aid of arbitration from the courts of the State of New York or the federal courts located within the State of New York.

By signing this offer letter, you agree that you are represented by counsel, have carefully considered these dispute resolution procedures, believe them to be fair, and that to the extent the dispute resolution provisions are inconsistent with JAMS minimum standards, you will follow the terms of this offer letter and not the minimum standards. This agreement to follow the provisions of this offer letter rather than the minimum standards is severable from the balance of the dispute resolution provisions should either a Court or JAMS find it unenforceable.

**Contingent Offer**

This offer is contingent upon:

1. Verification of your right to work in the United States, as demonstrated by your completion of an I-9 form upon hire and your submission of acceptable documentation (as noted on the I-9 form) verifying your identity and work authorization within three days of your Start Date.
2. Completion of reference checks satisfactory to the Company in its sole discretion.
3. Receipt of a background investigation satisfactory to the Company in its sole discretion.
4. Your execution of the MAP Agreement prior to commencing work.

This offer will remain outstanding until the close of business on February 15, 2022 and, if accepted, may be withdrawn if any of the above conditions are not satisfied on or before April 1, 2022 unless the Company, in its sole discretion, elects in writing to waive any unsatisfied contingency.

If you have any questions, feel free to call me at 315-424-0513 ext. 2318.

Sincerely,

/s/ Jerry DiGenova

Jerry DiGenova  
Vice President, Human Resources  
CARROLS RESTAURANT GROUP, INC.

cc: J. Landaw, K. Dickter, Personnel file

***THIS OFFER LETTER IS NOT INTENDED TO CONSTITUTE AN EMPLOYMENT CONTRACT OF ANY KIND AND DOES NOT GUARANTEE CONTINUED EMPLOYMENT WITH THE COMPANY. YOUR EMPLOYMENT WITH THE COMPANY IS CONDITIONED UPON THE SATISFACTION OR WAIVER OF ALL CONDITIONS CONTAINED IN THIS OFFER LETTER INCLUDING, BUT NOT LIMITED TO, THOSE CONTINGENCIES SET FORTH IN THE “CONTINGENT OFFER” PARAGRAPH ABOVE, AND THE LENGTH OF YOUR EMPLOYMENT WITH THE COMPANY WILL BE BASED ON YOUR WORK PERFORMANCE AND THE NEEDS OF THE COMPANY AS WELL AS YOUR OWN DESIRES.***

Please indicate your acceptance of this offer letter by signing here:

/s/ Paulo Pena

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Paulo Pena

## **Exhibit A**

### **AGREEMENT FOR THE RESOLUTION OF DISPUTES PURSUANT TO BINDING ARBITRATION**

Arbitration is an alternative to litigation that provides employers and employees with an efficient way to resolve disputes. Arbitration is similar to litigation, but is conducted outside of the court system, using an arbitrator instead of a judge or jury to resolve a dispute. Carrols Corporation (“Carrols”) has established a mandatory arbitration program (the “Mandatory Arbitration Program” or “MAP”) in an effort to resolve disputes between Carrols and its employees in an efficient manner. Carrols pays for the arbitrator and the forum, but you are responsible for costs that you would otherwise incur going to court, such as filing fees and the fees of your own attorney.

Under this arbitration program, which is a required condition of your employment, Carrols and you agree that any dispute arising under or related to your employment or this Agreement, including questions of arbitrability, shall be resolved by arbitration before JAMS, an independent national arbitration association, in accordance with the employment arbitration rules of JAMS. Any arbitration award shall be final and binding upon the parties, and any court having jurisdiction may enter a judgment on the award. Disputes subject to this Agreement include any and all claims, controversies and disputes related to your employment, the terms of your employment, the termination of your employment, your compensation, the interpretation of your offer letter or any employment-related agreement, and claims relating to events occurring outside the scope of your employment but logically related to your employment (collectively, “Claims”). Carrols desires a fair process and the arbitration will meet the standards set by JAMS (the “Procedural Standards”) designed to ensure an employee a fair hearing, including the selection of an independent, neutral arbitrator who has no relationship to Carrols or its management.

To start the arbitration process, Carrols or you may send a written request for arbitration and the filing fee to JAMS at 620 Eighth Avenue, 34th Floor, New York, New York 10018, or to any other JAMS location (which can be found at [www.jamsadr.com](http://www.jamsadr.com) or by calling JAMS at (800) 352-5267), by U.S. mail or reputable overnight delivery service. A copy of the request must also be sent to Legal Department, 968 James Street, Syracuse, New York 13217-6969 by U.S. mail, reputable overnight delivery service, or email. The only cost to you for filing is the JAMS filing fee, and Carrols will reimburse you 50% of any JAMS filing fee once you provide proof of payment to Carrols by any method identified in the previous sentence.

JAMS will select a location for the arbitration, according to its Procedural Standards, that will be convenient for you. An arbitrator will be selected and govern the process, ultimately issuing a final and binding arbitration award.

As a part of the MAP, you agree to file one arbitration that includes all of your Claims and joins all known Claims. Further, you also agree that any action you bring shall be individually on your own behalf and that you expressly waive the right to bring a Claim on a class or collective basis. The arbitrator shall not have the authority to form a class or proceed on a collective basis. You also understand and agree that the parties reserve the right to go to court if they are faced with the risk of irreparable harm, such as the disclosure of confidential information.

Under the MAP, Carrols and you agree to arbitrate any and all Claims that either party may have against the other party arising out of or relating to your employment with Carrols, directly or indirectly, including but not limited to Claims relating or referring in any manner, directly or indirectly, to:

- Title VII of the Civil Rights Act of 1964 and similar state statutes;
- Federal Age Discrimination Employment Act and similar state statutes;
- Whistleblower provisions of state or federal law or state or federal regulations;
- Personal or emotional injury to you resulting from your employment, including claims that you bring personally but are based on injuries to other family members;
- Federal Fair Labor Standards Act or similar state statutes;
- Family and Medical Leave Act or similar state statutes;
- Americans with Disabilities Act or similar state statutes;
- Physical, mental and emotional injuries you believe are attributable to Carrols under theories of product liability, tort law, defamation, invasion of privacy, strict liability, intentional wrongdoing, gross negligence, negligence, or *respondeat superior*;
- Actions or omissions of third parties you attribute to Carrols;
- Employee Retirement Income Security Act or similar state statutes;
- Tort claims brought pursuant to actual or alleged exceptions to the exclusive remedy provisions of state workers compensation laws;
- Federal and state antitrust law;
- Issues regarding benefits, insurance, bonuses or wages;
- Contracts between you and Carrols;
- Pensions;
- Federal, state, local, or municipal regulations, ordinances, or orders;
- Any common law or statutory law issues relating to discrimination by sex, race, national origin, sexual orientation, family or marital status, disability, weight, dress, or religion;

- Wrongful retaliation of any type, including retaliation related to workers compensation laws or an employee injury benefit plan;
- Scheduling;
- Issues relating to collection of personal or biometric information;
- Privacy claims relating to actual or alleged release of personal or financial information (data breaches); and
- Claims that relate to your employment but that you contend are outside the scope of your employment, beyond your job responsibilities, or occurred away from your usual workplace.

The MAP does not apply to any claims not subject to arbitration as a matter of law, such as claims under the Sarbanes-Oxley Act of 2002, for unemployment insurance benefits, for workers' compensation or an employee injury benefit plan.

The MAP extends to Claims you have with Carrols Restaurant Group, Inc., Carrols LLC and any present or future direct or indirect parent company, subsidiary or other affiliate (collectively, "Affiliate") of either company, as well as any Claims you have against Carrols' and its Affiliates' officers, directors, managers, employees, members, stockholders, owners, attorneys and agents. Nothing in this Agreement precludes you from participating in proceedings to adjudicate unfair labor practice charges before the National Labor Relations Board, from filing a claim with the Equal Employment Opportunity Commission or any state and local human rights agencies, or from participating in any federal, state or local government agency investigation or administrative charge.

### **EMPLOYEE ACKNOWLEDGEMENT**

By signing below, you acknowledge that you are agreeing to have Claims, as described above, decided in final and binding private arbitration and not in court, and that you are expressly waiving your right to a jury trial. You acknowledge that you have read and understand this Agreement; that you have had an opportunity to ask questions regarding this Agreement; and that any questions have been satisfactorily answered. You understand that this Agreement does not enlarge or expand your exclusive remedies under either workers compensation law or an employee injury benefit plan and that such claims are not covered by this clause. You also agree you have been told that JAMS' rules for arbitration, JAMS' minimum standards for fairness in employment arbitration, and other information about JAMS are available at [www.jamsadr.com](http://www.jamsadr.com), by calling JAMS at (800) 352-5267, or upon request from a manager at the location where you work.

ACKNOWLEDGED AND AGREED TO:

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **Exhibit "B"**

### **Release**

**WHEREAS**, \_\_\_\_\_ (the "Executive") is a party to an Agreement dated as of \_\_\_\_\_, 20\_\_ (the "Agreement") by and among the Executive, CARROLS RESTAURANT GROUP, INC., a Delaware corporation (the "Company"), CARROLS HOLDCO INC., a Delaware corporation and a wholly-owned subsidiary of the Company ("Holdco"), CARROLS CORPORATION, a Delaware corporation and a wholly-owned subsidiary of the Holdco ("Carrols"), and CARROLS LLC, a Delaware limited liability company and a wholly-owned subsidiary of Carrols Corporation ("Carrols LLC"), requiring the Company to provide the Executive with severance payments and benefits following the termination of the Executive's employment with the Company, Holdco, Carrols, Carrols LLC, and any subsidiary or affiliate of the Company, and their respective successors and assigns (Company, Holdco, Carrols, Carrols LLC and any subsidiary or affiliate of each collectively the "Companies") under certain circumstances; and

**WHEREAS**, the Executive's employment with the Companies has terminated; and

**WHEREAS**, it is a condition to the Company's obligations under the Agreement that the Executive execute and deliver this Release to the Company.

**NOW, THEREFORE**, in consideration of the receipt by the Executive of the severance payments and benefits under the Agreement, which constitute a material inducement to enter into this Release, the Executive intending to be legally bound hereby agrees as follows:

1. Subject to paragraph 2 of this Release, effective upon the expiration of the 7-day revocation period following execution hereof as provided below, the Executive irrevocably and unconditionally releases the Companies and their owners, stockholders, predecessors, successors, assigns, affiliates, control persons, agents, directors, officers, employees, representatives, divisions and subdivisions (collectively, the "Related Persons") from any and all causes of action, charges, complaints, liabilities, obligations, promises, agreements, controversies and claims (a) arising out of the Executive's employment with any of the Companies and the conclusion thereof, including, without limitation, any federal, state, local or other statutes, orders, laws, ordinances, regulations or the like that relate to the employment relationship and/or specifically that prohibit discrimination based upon age, race, religion, sex, national origin, disability, sexual orientation or any other unlawful bases, including, without limitation, as amended, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Age Discrimination in Employment Act of 1967, the Civil Rights Acts of 1866 and 1871, the Americans With Disabilities Act of 1990, the New York City and State Human Rights Laws, and any applicable rules and regulations promulgated pursuant to or concerning any of the foregoing statutes; (b) for tort, tortious or harassing conduct, infliction of emotional distress, interference with contract, fraud, libel or slander; and (c) for breach of contract or for damages, including, without limitation, punitive or compensatory damages or for attorneys' fees, expenses, costs, salary, severance pay, vacation, injunctive or equitable relief, whether, known or unknown, suspected or unsuspected, foreseen or unforeseen, matured or unmatured, which, from the beginning of the world up to and including the date hereof, exists, have existed, or may arise, which the Executive, or any of his heirs, executors, administrators, successors and assigns ever had, now has or at any time hereafter may have, own or hold against any of the Companies and/or any Related Person.

2. Notwithstanding anything contained herein to the contrary, the Executive is not releasing the Companies from any of the Companies' obligations (a) under the Agreement or any employee benefit plan of any of the Companies, (b) to provide the Executive with insurance coverage defense and/or indemnification as an officer or director of any of the Companies, if applicable to Executive, to the extent generally made available at the date of termination to the Companies' officers and directors in respect of facts and circumstances existing or arising on or prior to the date hereof, (c) in respect of the Executive's rights under the Parent's 2016 Stock Incentive Plan, as amended (or any subsequent stock incentive plan of Parent), or (d) in respect of the Executive's rights under any equity awards agreements with any of the Companies pursuant to the Parent's 2016 Stock Incentive Plan, as amended (or any subsequent stock incentive plan of Parent).

3. The Executive specifically acknowledges and agrees that: (a) the Executive has have read and understands this Release and signs it voluntarily and without coercion; (b) the Executive has been given an opportunity of twenty-one (21) days to consider this Release; (c) the Executive has been encouraged by the Company to discuss fully the terms of this Release with legal counsel of the Executive's own choosing; and (d) for a period of seven (7) days following the Executive's signing of this Release, the Executive shall have the right to revoke the waiver of claims arising under the Age Discrimination in Employment Act.

4. If the Executive elects to revoke this Release within this seven-day period, the Executive must inform the Company by delivering a written notice of revocation to the Chief Executive Officer of the Company at 968 James Street, Syracuse, New York 13203 no later than 11:59 p.m. on the seventh calendar day after the date the Executive signs this Release. The Executive understands that, if the Executive elects to exercise this revocation right, this Release shall be voided in its entirety at the election of the Company and the Company shall be relieved of all obligations to provide the severance payments and benefits which are contingent on the execution of this Release.

5. The Executive acknowledges that he has had at least twenty-one days to consider the waiver of his rights under the Age Discrimination in Employment Act (the "ADEA"). If the Executive does not revoke this Release occurs under paragraph 4 of this Release, the Executive understands that the Executive's waiver of rights under the ADEA shall become effective seven days from the date the Executive executes this Release.

IN WITNESS WHEREOF, the undersigned has executed this Release on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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PAULO PENA

State of \_\_\_\_\_)  
County of \_\_\_\_\_) ss.:

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

**Exhibit B****CHANGE OF CONTROL AND SEVERANCE AGREEMENT**

This Change of Control and Severance Agreement (the “Agreement”) is made and entered into as of this 1<sup>st</sup> day of April, 2022 by and among CARROLS RESTAURANT GROUP, INC., a Delaware corporation (the “Parent”), CARROLS HOLDCO INC., a Delaware corporation and a wholly-owned subsidiary of the Parent (“Holdco”), CARROLS CORPORATION, a Delaware corporation and a wholly-owned subsidiary of Holdco (“Carrols”) and CARROLS LLC, a Delaware limited liability company and a wholly-owned subsidiary of Carrols (the “Employer”), and PAULO PENA having an address at \_\_\_\_\_ (the “Executive”).

**WITNESSETH:**

**WHEREAS**, the Parent, Holdco, Carrols and the Employer desire to induce the Executive to be employed by the Employer by entering into this Agreement with Executive; and

**WHEREAS**, the Executive desires to enter into this Agreement and to be employed the Employer.

**NOW, THEREFORE**, in consideration of the premises and mutual agreements hereinafter contained, and other good and valuable consideration, the receipt and adequacy of which is mutually acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

**1. Definitions.**

For purposes of this Agreement, the following definitions shall apply:

1.1 “Affiliate” shall mean an entity controlled by, controlling or under the common control with the entity in question.

1.2 “Cause” shall mean: (a) the commission by the Executive of any act or omission that would constitute a felony or any crime of moral turpitude under Federal law or the law of the state or foreign law in which such action occurred; (b) dishonesty, disloyalty, fraud, embezzlement, misappropriation, theft, disclosure of trade secrets or confidential information or other acts or omissions by the Executive that result in a breach of fiduciary or other material duty to the Parent, the Employer or any of the Companies; (c) continued reporting to work or working under the influence of alcohol, an illegal drug, an intoxicant or a controlled substance which renders the Executive incapable of performing his or her material duties to the satisfaction of the Parent or the Employer; (d) the Executive’s substantial disregard in the performance of the Executive’s duties and/or responsibilities with respect to the Parent, the Employer or any of the Companies, which disregard shall continue after written notice to the Executive and a reasonable opportunity to cure such behavior; or (e) an act of gross misconduct in connection with the Executive’s duties.

1.3 “Change of Control” shall mean and shall have occurred or be deemed to have occurred only if any of the following events occurs:

1.3.1 The acquisition, directly or indirectly, by any person or group (as those terms are defined in Sections 3(a)(9), 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), and the rules thereunder) of beneficial ownership (as determined pursuant to Rule 13d-3 under the Exchange Act) of securities entitled to vote generally in the election of directors (voting securities) of the Parent that represent 50% or more of the combined voting power of the Parent’s then outstanding voting securities, other than:

a. An acquisition by a trustee or other fiduciary holding securities under any employee benefit plan (or related trust) sponsored or maintained by the Parent or any person controlled by the Parent or by any employee benefit plan (or related trust) sponsored or maintained by the Parent or any person controlled by the Parent; or

b. An acquisition of voting securities by the Parent or a corporation owned, directly or indirectly by all of the stockholders of the Parent in substantially the same proportions as their ownership of the stock of the Parent.

Notwithstanding the foregoing, the following event shall not constitute an acquisition by any person or group for purposes of this subsection 1.3.1: an acquisition of the Parent’s securities by the Parent which causes the Parent’s voting securities beneficially owned by a person or group to represent 50% or more of the combined voting power of the Parent’s then outstanding voting securities; *provided, however*, that if a person or group shall become the beneficial owner of 50% or more of the combined voting power of the Parent’s then outstanding voting securities by reason of share acquisitions by the Parent as described above and shall, after such share acquisitions by the Parent, become the beneficial owner of any additional voting securities of the Parent, then such acquisition shall constitute a Change of Control; or

1.3.2 Individuals who, as of the Effective Date, constitute the Board of Directors of the Parent (as of the Effective Date, the “Incumbent Board”) cease for any reason to constitute at least a majority of the Board of Directors of the Parent, provided that any person becoming a director subsequent to the Effective Date whose election, or nomination for election by the Parent’s stockholders, was approved by a vote of at least a two-thirds of the directors then comprising the Incumbent Board (other than an election or nomination of an individual whose initial assumption of office is in connection with an actual or threatened election contest relating to the election of the directors of the Parent) shall be, for purposes of this Agreement, considered as though such person were a member of the Incumbent Board; or

1.3.3 The consummation by the Parent (whether directly involving the Parent or indirectly involving the Parent through one or more intermediaries) of (i) a merger, consolidation, reorganization, or business combination, or (ii) the acquisition of assets or stock of another entity, in each case other than a transaction:

a. Which results in the Parent’s voting securities outstanding immediately before the transaction continuing to represent (either by remaining outstanding or by being converted into voting securities of the Parent or the person that, as a result of the transaction, controls, directly or indirectly, the Parent or owns, directly or indirectly, all or substantially all of the Parent’s assets or otherwise succeeds to the business of the Parent (the Parent or such person, the “Successor Entity”)) directly or indirectly, at least a majority of the combined voting power of the Successor Entity’s outstanding voting securities immediately after the transaction; and

b. After which no person or group beneficially owns voting securities representing 50% or more of the combined voting power of the Successor Entity; *provided, however*, that no person or group shall be treated for purposes of this clause (b) as beneficially owning 50% or more of combined voting power of the Successor Entity solely as a result of the voting power held in the Parent prior to the consummation of the transaction; or

1.3.4 A sale or disposition of all or substantially all of the Parent's assets; or

1.3.5 The Parent's stockholders approve a liquidation or dissolution of the Parent.

1.4 "Companies" shall mean the Parent, Holdco, Carrols, and the Employer and any present or future Affiliate of each of them and their respective successors and assigns (whether by operation of law or otherwise).

1.5 "Competitor" shall mean any company or organization operating a quick-service restaurant which features a hamburger or chicken as the primary or central menu item.

1.6 "Effective Date" shall mean April 1, 2022.

1.7 "Executive Bonus Plan" shall mean: all bonus plans or arrangements maintained by the Employer or any of the Companies in which the Executive is eligible to participate for the year in which the Executive incurs a Termination of employment.

1.8 "Good Reason" shall mean: (a) the material breach by the Employer, Carrols or the Parent of any material provision of this Agreement or any other agreement by and between the Executive and any of the Companies affecting the terms of the Executive's employment with any of the Companies, which breach, if curable, is not remedied within thirty (30) days after the Employer's or the Parent's receipt of written notice thereof from the Executive; (b) the material diminution of the Executive's position, authority, duties or responsibilities with respect to any of the Companies or the assignment to the Executive of duties and responsibilities that are materially inconsistent with those duties and responsibilities customarily assigned to individuals holding the position then held by the Executive; (c) the failure of any successor of the Parent, Carrols or the Employer to assume in a writing delivered to the Executive and reasonably satisfactory to the Executive the obligations of this Agreement; (d) solely with respect to Section 2.1, a reduction in the Executive's base salary which reduction is not commensurate with that of similarly situated employees; (e) solely with respect to Section 2.2, a reduction in the Executive's base salary regardless of whether such reduction is or is not commensurate with that of similarly situated employees; (f) solely with respect to Section 2.1, treatment of the Executive under the Executive Bonus Plan or under any other executive bonus plan in which similarly situated executives of the Companies are eligible to participate in a manner inconsistent in any material respect with the treatment under such plan of such similarly situated executives, including, without limitation, with respect to eligibility to participate in such plan, conditions and criteria for earning bonuses thereunder and the amount of bonuses thereunder; or (g) solely with respect to Section 2.2, any modification of the Executive Bonus Plan or any other executive bonus plan in which similarly situated executives of the Companies are eligible to participate in a manner that will materially change the Executive's treatment under such plan including, without limitation, with respect to eligibility to participate in such plan, conditions and criteria for earning bonuses thereunder and the amount of bonuses thereunder and regardless of whether such material change is or is not commensurate with that of similarly situated employees.

1.9 “Mandatory Arbitration Agreement” shall mean that certain Agreement for Resolution of Disputes Pursuant to Binding Arbitration between the Employer and the Executive all as more fully as set forth on Exhibit “A” attached hereto and made a part hereof.

1.10 “Prime Rate” shall mean: the rate of interest established from time to time by Wells Fargo Bank, National Association (or such other bank which is then the principal lending bank to the Employer) as its prime commercial rate.

1.11 “Release” shall mean that certain Release as more fully set forth on Exhibit “B” attached hereto and made a part hereof.

1.12 “Severance Bonus” shall mean: an amount equal to a pro rata portion of the aggregate annual bonus under the Executive Bonus Plan for the year in which the Executive incurs a Termination of employment to which the Executive would otherwise have been entitled had his employment not been terminated, *provided, however*, for any bonus (or portion thereof) under the Executive Bonus Plan based on the individual attainment of goals and objectives, “Severance Bonus” shall mean, subject to the achievement of any EBITDA threshold as a precondition for eligibility to receive such bonus, an amount equal to the pro rata portion of the target bonus for the year in which the Executive incurs a Termination of employment, regardless of whether the Executive would otherwise have achieved such bonus had his employment not been terminated.

1.13 “Severance Payment” shall mean: an amount equal to the Executive’s annual base salary in effect immediately prior to the date the Executive incurs a Termination of employment.

1.14 “Special Severance Bonus” shall mean: an amount equal to the aggregate annual bonus under the Executive Bonus Plan for the year in which the Executive incurs a Termination of employment to which the Executive would otherwise have been entitled had his employment not been terminated, *provided, however*, for any bonus (or portion thereof) under the Executive Bonus Plan based on the individual attainment of goals and objectives, “Special Severance Bonus” shall mean, subject to the achievement of any EBITDA threshold as a precondition for eligibility to receive such bonus, an amount equal to the annual target bonus for the year in which the Executive incurs a Termination of employment, regardless of whether the Executive would otherwise have achieved such bonus had his employment not been terminated.

1.15 “Special Severance Payment” shall mean: an amount equal to eighteen (18), multiplied by the amount of the Executive’s monthly base salary in effect immediately prior to the date the Executive incurs a Termination of employment, plus interest on such amount at a rate per annum equal to the Prime Rate plus three percent (3%), with such interest accruing from the date of Termination of employment until the date of payment of the Special Severance Payment.

1.16 “Termination of employment” means cessation of the Executive’s employment with the Parent, the Employer and all of the Companies by which the Executive is employed.

## **2. Termination.**

2.1. Termination for Good Reason by Executive or by the Companies without Cause. Subject to the provisions of this Agreement and the Executive's compliance with the provisions of Section 3 of this Agreement, in the event that the Executive incurs a Termination of employment that is other than a Termination of employment under Section 2.2 of this Agreement and is either (a) by the Parent or the Employer (or any successor thereof) without Cause or (b) by the Executive with Good Reason, and provided in each case that the Executive executes and does not revoke a general release of claims substantially in the form attached as Exhibit A hereto (a "Release") within forty (40) days following such Termination of employment (the "Release Requirement"), the Employer (or any successor thereto) shall pay to the Executive the Severance Payment and the Severance Bonus. The Severance Payment shall be paid to the Executive as follows: (i) for the portion of the Severance Payment covering the period from the date of Termination of employment to the date that is the six (6) month anniversary of the Termination of employment, in a single lump sum cash payment on the fifth (5<sup>th</sup>) business day following the six (6) month anniversary of Termination of employment plus interest on such amount at a rate per annum equal to the Prime Rate plus three percent (3%), with such interest accruing from the date of Termination of employment until the date of such lump sum payment, and (ii) the remaining amount of the Severance Payment in equal monthly installments until the date that is the twelve (12) month anniversary of the Termination of employment, provided that following the death of the Executive, the entire amount of the Severance Payment shall be paid to the Executive in a single lump sum cash payment on the fifth (5<sup>th</sup>) business day following the date of death of the Executive. The Severance Bonus shall be paid to the Executive in a single lump sum cash payment on the date that bonuses are paid under the Executive Bonus Plan, but in no event later than March 15<sup>th</sup> of the calendar year following the calendar year in which the Executive's employment terminates. Notwithstanding the foregoing, the Executive's right to receive any payment or payments under Sections 2.1(a) or 2.1(b) of this Agreement shall terminate, and the Executive shall be obligated to return to the Employer any payment or payments previously made under such Sections, if the Executive, directly or indirectly, commences employment with, or serves as an owner, operator, manager, director, partner, member or stockholder (other than as a stockholder of not more than two percent (2%) of any class of securities registered under Section 12 of the Securities Exchange Act of 1934, as amended) of, or consultant, advisor or independent contractor to, any business or organization that is a Competitor on or prior to the date that is the twelve (12) month anniversary of the Termination of employment.

2.2 Termination Following a Change of Control. Notwithstanding Section 2.1 of this Agreement, in the event that the Executive incurs a Termination of employment within twelve months after a Change of Control either (a) by the Parent or the Employer (or any successor to the Parent or the Employer after the Change of Control) without Cause (but determined without regard to Section 1.2(d) of this Agreement) or (b) by the Executive with Good Reason, this Section 2.2 shall apply and Section 2.1 above shall not apply. For avoidance of doubt, it is understood that any payment pursuant to this Section 2.2 is in lieu of, and not in addition to, any payments pursuant to Section 2.1 above. Subject to the Release Requirement being met and the Executive's compliance with the provisions of Section 3 of this Agreement, in the event that the Executive incurs a Termination of employment pursuant to this Section 2.2, the Employer (or any successor thereto) shall pay to the Executive a single lump sum cash payment equal to the Special Severance Payment and the Special Severance Bonus. The Special Severance Payment shall be paid to the Executive on the fifth (5<sup>th</sup>) business day following the six (6) month anniversary of the Termination of employment (or on the fifth (5<sup>th</sup>) business day following the death of the Executive, if sooner). The Special Severance Bonus shall be paid to the Executive in a single lump sum cash payment on the date that bonuses are paid under the Executive Bonus Plan, but in no event later than March 15<sup>th</sup> of the calendar year following the calendar year in which the Executive's employment terminates.

2.3 Termination Without Good Reason by Executive or by the Companies with Cause. Notwithstanding anything to the contrary in this Agreement, the Executive shall not be entitled to receive any payments under this Agreement in the event the Executive incurs a Termination of employment by the Companies for Cause or by the Executive without Good Reason.

### **3. Non-Competition, Non-Solicitation and Confidentiality.**

In consideration of the Executive's employment and continued employment, the payment of Executive's compensation by the Employer, the Companies entrusting Executive with Confidential Information (as defined below), and the benefits provided under this Agreement, including without limitation the Special Severance Payment, the Special Severance Bonus, the Severance Payment and the Severance Bonus, the Executive agrees as follows:

3.1 Non-Competition. During Executive's employment with the Employer and for a period of twelve (12) months thereafter, Executive will not, directly or indirectly, commence employment with, or serve as an owner, operator, manager, director, partner, member or stockholder (other than as a stockholder of not more than two percent (2%) of any class of securities registered under Section 12 of the Securities Exchange Act of 1934, as amended) of, or consultant, advisor or independent contractor to, any business or organization that is a Competitor within the United States. Executive understands that the provisions of this Section 3.1 may limit Executive's ability to earn a livelihood in a business similar to the business of the Companies but nevertheless agrees to comply with such provisions and hereby acknowledges and agrees that the consideration provided under this Agreement, including, without limitation, amounts payable under Section 2 hereof, are sufficient to justify the restrictions contained in this Section. In consideration thereof and in light of the fact that Executive's education, skills and abilities are such that Executive can obtain employment in a business engaged in other lines and/or of a different nature than the business of the Companies, Executive agrees that he will not assert in any forum that such provisions prevent him from earning a living or otherwise are void or unenforceable or should be held void or unenforceable.

3.2 Non-Solicitation. During Executive's employment with the Employer and for a period of two (2) years following termination of the Executive's employment, the Executive will not solicit or employ any management-level employee who was employed by the Parent, the Employer or any of the Companies within six months prior to the termination of the Executive's employment, in any business in which the Executive has a material interest, direct or indirect, including, without limitation, as an owner, operator, manager, officer, director, partner, member, stockholder, consultant, advisor or independent contractor. The preceding sentence shall not prohibit the Executive from hiring any person whose employment is terminated involuntarily by the Parent, the Employer or any of the Companies during the Executive's employment with the Companies or at any time thereafter provided that such hiring shall not occur until after the Executive's Termination of employment under this Agreement.

3.3 Confidentiality. During Executive's employment with the Employer and following Termination of employment, Executive will not use or disclose to any individual or entity any Confidential Information (as defined below) except (i) in the performance of Executive's duties for the Parent, the Employer or any of the Companies, (ii) as authorized in writing by the Parent or the Employer, or (c) as required by law or legal process, provided that, prior written notice of such required disclosure is provided to the Parent or the Employer and, provided further that the Executive uses all reasonable efforts to assist the Companies (at the Companies' expense) in obtaining reliable assurance that the confidentiality of such information shall be preserved.

3.4 Confidential Information. As used in this Agreement, “Confidential Information” shall mean information that (a) is used or potentially useful in the business of the Parent, the Employer or any of the Companies, (b) the Parent, the Employer or any of the Companies treats as proprietary, private or confidential, and (c) is not generally known to the public. “Confidential Information” includes, without limitation, information relating to the Parent’s, the Employer’s or any of the Companies’ strategic plans, operating procedures, systems, internal controls, infrastructure, corporate organization, human resource management, products or services, processing, manufacturing, marketing, selling, customer lists, call lists, customer data, memoranda, notes, records, technical data, sketches, plans, drawings, chemical formulae, trade secrets, composition of products, research and development data, sources of supply and material, operating and cost data, financial information, personal information and information contained in manuals or memoranda. “Confidential Information” also includes proprietary and/or confidential information of the Parent’s, the Employer’s or any of the Companies’ customers, suppliers and trading partners who may share such information with the Parent, the Employer or any of the Companies pursuant to a confidentiality agreement or otherwise. The Executive agrees to treat all such customer, supplier or trading partner information as “Confidential Information” hereunder. The foregoing restrictions on the use or disclosure of confidential information shall continue after Executive’s employment terminates for any reason for so long as the information is not generally known to the public.

3.5. Enforcement. Executive acknowledges and agrees that, by virtue of his position, his services, and his access to and use of Confidential Information, any violation by him of any of the undertakings contained in this Section 3 would cause the Parent, the Employer and the Companies immediate, substantial and irreparable injury for which there is no adequate remedy at law. Accordingly, Executive agrees that in the event of a breach by him of any of said undertakings, the Companies will be entitled to injunctive relief in any court of competent jurisdiction (without the need to post any bond and without proving that money damages would be inadequate). Rights and remedies provided for in this Section 3.5 are cumulative and shall be in addition to any rights and remedies otherwise available hereunder, under any other agreement, at law, in equity, by statute or otherwise.

#### **4. Continued Welfare Coverage**

If Executive’s employment is terminated in any of the circumstances described in Section 2.1 or Section 2.2 of this Agreement, (a) the Executive shall be entitled to continued group term life and disability insurance coverage, at the Employer’s expense, for a period of twelve (12) months from the date of Termination of employment and (b) in the event Executive timely elects under the provisions of COBRA to continue his group health and/or dental plan coverage that was in effect prior to the date of the termination of Executive’s employment, the Executive will be entitled to continuation of such coverage, at the Employer’s expense, for a period of twelve (12) months from the date of Termination of employment (or, if earlier, the date the Executive ceases to be eligible for COBRA Coverage).

## **5. At Will Employment.**

Nothing in this Agreement shall confer upon the Executive the right to remain in the employ of the Employer, the Parent or any of the Companies, it being understood and agreed that (a) the Executive is an employee at will and serves at the pleasure of the Parent or the Employer at such compensation as the Parent or the Employer shall determine from time to time, (b) the Parent or the Employer shall have the right to terminate the Executive's employment at any time, with or without Cause subject to the provisions of this Agreement, and (c) except for this Agreement, the Employer's Mandatory Arbitration Program and any equity awards agreements entered into by Executive and the Employer, Parent, or any of the Companies pursuant to the Parent's 2016 Stock Incentive Plan, as amended (or any subsequent stock incentive plan of Parent), there are no other arrangements or agreements between Executive and the Employer, the Parent or any of the Companies concerning the terms of the Executive's employment with the Employer, the Parent or any of the Companies, and that nothing in this Agreement guarantees employment for any definitive or specific term or duration or any particular level of benefits or compensation.

## **6. Costs of Enforcement.**

Notwithstanding anything to the contrary set forth in the terms of the Mandatory Arbitration Agreement, in the event that the Executive incurs any costs or expenses, including attorneys' fees, in the enforcement of the Executive's rights under this Agreement then, unless the Parent or the Employer is wholly successful in defending against the enforcement of such rights, the Employer shall promptly pay to the Executive all such costs and expenses. Any such reimbursement shall be made as promptly as practicable after the final disposition of the Executive's enforcement claims following the presentation of invoices evidencing such costs and expenses, but in no event later than March 15<sup>th</sup> of the calendar year following the calendar year in which occurs such final disposition.

## **7. Notices.**

All notices under this Agreement shall be in writing and shall be sent by a national overnight delivery courier, or registered or certified mail, return receipt requested, if intended for the Parent or the Employer shall be addressed to it, attention of its Chief Executive Officer, 968 James Street, Syracuse, New York 13203 or at such other address of which the Parent or the Employer shall have given notice to the Executive in the manner herein provided; and if intended for the Executive, shall be mailed to the Executive at the address of the Executive's address first set forth above or at such other address of which the Executive shall have given notice to the Parent or the Employer in the manner provided in this Section 7.

## **8. Entire Agreement.**

This Agreement, together with the Release and the Mandatory Arbitration Agreement constitutes and contains the entire agreement and understanding between the parties with respect to the matters referred to herein and, as of the Effective Date, supersedes any and all prior negotiations, correspondence, understandings, and agreements between the parties respecting the subject matter hereof, and no waiver of or modification to the terms hereof shall be valid unless in writing signed by the party to be charged and only to the extent therein set forth. With the exception of the Mandatory Arbitration Agreement (which shall survive and continue), all prior and contemporaneous agreements and understandings with respect to the subject matter of this Agreement are hereby terminated and superseded by this Agreement. When used in this Agreement, the terms "hereof", "herein" and "hereunder" refer to this Agreement in its entirety, including any exhibits or schedules attached to this Agreement and not to any particular provisions of this Agreement, unless otherwise specifically indicated.

**9. No Mitigation or Offset.**

Except as otherwise provided in this Agreement, in the event of any termination of the Executive's employment, the Executive shall not be required to seek other employment or to attempt in any way to reduce any amounts payable to the Executive pursuant to this Agreement. Except as specifically provided in the last sentence of Section 2.1 of this Agreement, the amount of any payment or benefit provided for in this Agreement shall not be reduced by any compensation earned by the Executive or benefit provided to the Executive as the result of employment by another employer or otherwise. Except as specifically provided in the last sentence of Section 2.1 of this Agreement, the amounts payable under this Agreement shall not be subject to set-off, counterclaim, recoupment, defense or other right that the Companies may have against the Executive.

**10. Withholding.**

The Employer shall be entitled to withhold from amounts payable to the Executive hereunder such amounts as may be required by applicable law.

**11. Binding Nature.**

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, administrators, executors, personal representatives, successors and assigns.

**12. Governing Law.**

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York without giving effect to conflicts of laws. All actions or proceedings brought by either Executive or Employer, Parent or any of the Companies arising out of or relating to this Agreement shall be subject to and brought under the Mandatory Arbitration Agreement. In the event of a conflict between the terms and conditions of this Agreement and the Mandatory Arbitration Agreement, the Mandatory Arbitration Agreement shall control.

**13. Counterparts.**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**14. Advice of Counsel.**

Executive acknowledges that during the negotiation of this Agreement, Executive has retained or has been advised to retain counsel of Executive's choosing who has provided or will provide advice to Executive in connection with the Executive's decision to enter into this Agreement. Executive acknowledges that the Companies' in-house and outside legal counsel have represented only the Companies in connection with the negotiation, drafting, and entering into of this Agreement and that Executive has not been provided nor has Executive relied upon any legal advice from the Companies' in-house or outside legal counsel.

**15. Severability.**

It is the intention of the parties hereto that any provision of this Agreement found to be invalid or unenforceable be reformed rather than eliminated. If any of the provisions of this Agreement, or any part hereof, is at any time construed to be invalid or unenforceable, the same shall not affect the remainder of such provision or the other provisions of this Agreement, which shall be given full effect, without regard to the invalid portions. If any of the provisions of Section 3 of this Agreement, or any portion thereof, is held to be unenforceable because of the duration of such provision or portions thereof, the area covered thereby or the type of conduct restricted therein, the parties hereto agree that the court making such determination shall have the power to modify the duration, geographic area and/or, as the case may be, other terms of such provisions or portions thereof, and, as so modified, said provisions or portions thereof shall then be enforceable. In the event that the courts of any one or more jurisdictions shall hold such provisions wholly or partially unenforceable by reason of the scope thereof or otherwise, it is the intention of the parties hereto that such determination not bar or in any way affect the Employer's rights provided for herein in the courts of any other jurisdictions as to breaches or threatened breaches of such provisions in such other jurisdictions, the above provisions as they relate to each jurisdiction being, for this purpose, severable into diverse and independent covenants.

**16. Waiver.**

Failure by either the Employer or Executive to enforce any of the provisions of this Agreement or any rights with respect to this Agreement, or the failure to exercise any option provided hereunder, shall in no way be considered to be waiver of such provisions, rights or options, or to in any way affect the validity of this Agreement.

**17. Headings; Interpretation.**

The headings preceding the text of the sections of this Agreement have been inserted solely for convenience of reference and neither constitutes a part of this Agreement nor affect the meaning, interpretation or effect of this Agreement. The terms and provisions of this Agreement shall be construed fairly as to both parties hereto and not in favor of or against any party, regardless of which party was generally responsible for the preparation of this Agreement.

**18. Survivorship.**

The following sections of this Agreement shall survive the expiration or termination of this Agreement and shall survive Employee's Termination of employment from the Companies for any reason: Section 2.1 (Termination For Good Reason by Executive or By the Companies without Cause), Section 2.2 (Termination Following a Change of Control), Section 3 (Non-Solicitation and Confidentiality), Section 6 (Cost of Enforcement), and Section 12 (Governing Law). In addition, all sections of this Agreement that would, by their terms, survive expiration or termination of this Agreement shall so survive such expiration and termination and shall also survive termination for any reason of Employee's employment with the Companies.

## **19. Additional Tax Provisions.**

19.1 Golden Parachutes. Notwithstanding any other provision of this Agreement, in the event that any payment or benefit received or to be received by Executive (whether pursuant to the terms of this Agreement or any other plan, arrangement or agreement) (collectively, the "Total Benefits") would be subject to the excise tax imposed under Section 4999 of the Code (the "Excise Tax"), the Total Benefits shall be reduced to the extent necessary so that no portion of the Total Benefits is subject to the Excise Tax; *provided, however*, that no such reduction in the Total Benefits shall be made if by not making such reduction, Executive's Retained Amount (as hereinafter defined) would be greater than Executive's Retained Amount if the Total Benefits are not so reduced. "Retained Amount" shall mean the present value (as determined in accordance with sections 280G(b)(2)(A) (ii) and 280G(d)(4) of the Code) of the Total Benefits net of all federal, state and local taxes imposed on Executive with respect thereto. To the extent any reduction is required, the Total Benefits shall be reduced in the following order: (i) any portion of the Total Benefits that are not subject to Section 409A of the Code (other than Total Benefits resulting from any accelerated vesting of equity awards), (ii) Total Benefits that are subject to Section 409A of the Code in reverse order of when payment is due, and (iii) Total Benefits that are not subject to Section 409A and arise from any accelerated vesting of any equity awards.

19.2 Section 409A of the Code. It is intended that the provisions of this Agreement are either exempt from or comply with the terms and conditions of Section 409A of the Internal Revenue Code of 1986 and the regulations and guidance promulgated thereunder (collectively, "Code Section 409A"), and to the extent that the requirements of Code Section 409A are applicable thereto, all provisions of this Agreement shall be construed in a manner consistent with the requirements for avoiding taxes or penalties under Code Section 409A. Notwithstanding the foregoing, the Companies shall have no liability with regard to any failure to comply with Code Section 409A. If under this Agreement, an amount is to be paid in two or more installments, for purposes of Code Section 409A, each installment shall be treated as a separate payment. Notwithstanding anything herein to the contrary, except to the extent any expense, reimbursement or in-kind benefit provided pursuant to this Section does not constitute a "deferral of compensation" within the meaning of Code Section 409A and the regulations and other guidance thereunder: (i) the amount of expenses eligible for reimbursement or in-kind benefits provided to Executive during any calendar year will not affect the amount of expenses eligible for reimbursement or in-kind benefits provided to Executive in any other calendar year; (ii) the reimbursements for expenses for which Executive is entitled to be reimbursed shall be made on or before the last day of the calendar year following the calendar year in which the applicable expense is incurred; and (iii) the right to payment or reimbursement or in-kind benefits hereunder may not be liquidated or exchanged for any other benefit. A termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of amounts or benefits upon or following a termination of employment unless such termination is also a "Separation from Service" within the meaning of Code Section 409A and, for purposes of any such provision of this Agreement, references to a "termination," "termination of employment" or like terms shall mean Separation from Service. If a payment obligation under this Agreement arises on account of Executive's separation from service while Executive is a "specified employee" (as defined under Code Section 409A and determined in good faith by the Companies), any payment of "deferred compensation" (as defined under Treasury Regulation Section 1.409A-1(b)(1), after giving effect to the exemptions in Treasury Regulation Sections 1.409A-1(b)(3) through (b)(12)) that is scheduled to be paid within six (6) months after such separation from service shall be paid within five (5) business days after the end of the six-month period beginning on the date of such separation from service or, if earlier, within five (5) business days after the Executive's death.

SIGNATURE PAGE TO FOLLOW

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

CARROLS RESTAURANT GROUP, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Vice President

CARROLS HOLDCO, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Vice President

CARROLS CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Vice President

CARROLS LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Vice President

\_\_\_\_\_  
PAULO PENA



January 13, 2021

JARED LANDAW

Dear Jared:

We are pleased and excited you have decided to join Carrols Restaurant Group, Inc. (the "Company"). Below are the terms that we have agreed to:

**Position**

The position is that of Vice President, Secretary, and General Counsel and reports to Dan Accordino, CEO and President.

**Start Date**

It is anticipated you will start on February 8, 2021.

**Base Salary/Merit Increases**

Your annual base salary will be \$300,000. This is paid on a monthly basis in advance at the rate of \$25,000. On March 1st, you will receive a paycheck for the prorated month of February 2021 and for the entire month of March 2021. Direct deposit, paycard or check is available if you so choose. You will be eligible for annual increases based upon your performance.

**Annual Bonus**

You will participate in the Executive Bonus Plan. Your target percent is 60% of your annual base salary. This is comprised of corporate financial achievement and an objective accomplishment. The 2021 Executive Bonus Plan has been provided to you.

**Incentive Restricted Stock Awards**

On February 8, 2021, you will receive a grant of 75,000 shares of the Company's restricted stock. These shares will vest annually over three (3) years at the rate of 34%, 33% and 33%. Additional grants may be granted on an annual basis as determined by the Compensation Committee in its sole discretion.

**Mandatory Arbitration Program (MAP)**

All employees are subject to our Mandatory Arbitration Program. A copy of the agreement is attached as Exhibit A to and made a part of these terms.

**Deferred Compensation Plan**

Effective February 8, 2021, you will be eligible to participate in the Carrols Corporation Deferred Compensation Plan subject to the plan requirements. A copy of the Plan is enclosed.

**Benefits**

You and your dependents (as defined by plan documents) will be eligible to participate in the Company's Medical, Dental, Vision, Flexible Spending Account, Health Savings Account and Life Insurance plans. All benefits are per the plan documents. Your participation (if you elect) in these benefits will be effective March 1, 2021, provided you enroll on the Benefits Portal. You will also be eligible for the Short-Term and Long-Term Disability Plans. This benefit, if elected, will be effective June 1, 2021. Your share of the cost for the benefits you elect will be deducted from your monthly paycheck.

**Vacation/Floating Days**

Commencing with your employment, you will be eligible for three weeks of vacation each year. At the end of your tenth year of employment, you will then be eligible for four weeks of vacation. In the event of your termination, payment for unused vacation will be based on the Company's vacation policy in effect at that time. You are also eligible for two (2) floating days each year.

**Expense Reimbursement**

You will be reimbursed for all business expenses incurred in accordance with Company policy including mileage reimbursable for use of your personal vehicle on company business.

**Relocation/Misc.**

It is expected that you will relocate to the Syracuse, NY area for this position. The Company has agreed to provide you with a \$75,000 stipend in lieu of any moving, rent, previous bonus, stock relinquishment payments, etc. This \$75,000 payment will be grossed up to cover any tax liabilities and will be provided to you within 30 days after your start date. The Company has agreed to provide you with an additional \$25,000 stipend in lieu of any moving expenses after your family relocates to Syracuse, NY. This additional \$25,000 payment will be grossed up to cover any tax liabilities and will be provided to you within 30 days after your family relocates to Syracuse, NY. In the event you voluntarily terminate employment with the Company on or before February 7, 2022, you will be required to reimburse the Company the grossed-up amount of the \$75,000 and, if provided to you, the grossed-up amount of the additional \$25,000 payment.

**Change of Control and Severance Agreement**

Carrols has agreed to provide you with a change of control and severance agreement in form and content as set forth on Exhibit B attached to and made a part of these terms.

Page 3

If you have any questions, feel free to call me at 315-424-0513 ext. 2318. Welcome to the Team!

Sincerely,

/s/ Jerry DiGenova

Jerry DiGenova

Vice President, Human Resources

CARROLS RESTAURANT GROUP, INC.

JD/cd

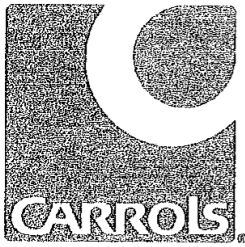
Cc: D. Accordino, K. Dickter, Personnel file

*The above conditions are not intended to constitute an employment contract of any kind and do not guarantee continued employment, salary or benefits with Carrols Restaurant Group, Inc. Your length of employment with Carrols Restaurant Group, Inc. will be based upon your work performance and the needs of Carrols Restaurant Group, Inc., as well as your own desires. Your employment with Carrols Restaurant Group, Inc. may cease at any time; either at your request or at the discretion of any representative of Carrols Restaurant Group, Inc. authorized to end the employment relationship.*

/s/ Jared Landaw

Please indicate your acceptance by signing here

Exhibit A  
Mandatory Arbitration Program



**To:** All Employees  
**From:** Human Resources  
**Date:** July 10, 2006  
**Subject:** **Mandatory Arbitration Program**

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Beginning August 1, 2006, the Mandatory Arbitration Program (or "MAP") will apply to all employees. Under MAP, employment related disputes that cannot be resolved internally will proceed to arbitration rather than in a lawsuit.

Arbitration is similar to a lawsuit in that a neutral and independent third party makes a final decision resolving a dispute. It is, however, quicker and less expensive for both sides. We believe MAP will also deter frivolous claims and decrease the amount of time, expense and labor we currently spend defending frivolous lawsuits.

A copy of the MAP agreement is enclosed. You should review the agreement carefully as you and Carrols Corporation agree to be bound by its terms and conditions on and after August 1, 2006. If you have any questions about MAP that cannot be answered by your direct supervisor, field employees should contact their District Supervisor or Region Human Resources Manager. Corporate employees should contact John Albanese or Jerry DiGenova. You may also contact the Legal Department at:

Carrols Corporation: [wmyers@carrols.com](mailto:wmyers@carrols.com) or 1-800-348-1074 extension 2222

**By reporting to work on or after August 1, 2006, you agree to the terms of MAP as a condition of your continued employment with Carrols Corporation.**

JD/cd

Exhibit A Continued  
Mandatory Arbitration Program

**AGREEMENT FOR RESOLUTION OF DISPUTES PURSUANT TO BINDING**

**ARBITRATION**

Arbitration is an alternative to litigation that provides employers and employees with an efficient way to resolve disputes. Arbitration is similar to litigation, but is conducted outside of the court system, using an arbitrator instead of a judge or jury to resolve a dispute. Carrols Corporation ("Carrols") has established a mandatory arbitration program ("the Mandatory Arbitration Program" or "MAP") in an effort to resolve disputes between Carrols and its employees in an efficient manner. Carrols pays for the arbitrator and the forum, but you are responsible for costs that you would otherwise incur going to court, such as attorneys' fees.

Under this arbitration program, which is a required condition of your employment, Carrols and you agree that any dispute arising under or related to your employment or this Agreement, including questions of arbitrability, shall be resolved by binding arbitration before JAMS, an independent national arbitration association, in accordance with the employment arbitration rules of JAMS. Disputes subject to this agreement include all claims for money or other relief relating to your employment, even claims relating to events occurring outside the scope of your employment, but logically related to your employment ("Claims"). Carrols desires a fair process and the arbitration will meet the standards set by JAMS (the "Procedural Standards") designed to ensure an employee a fair hearing, including the selection of an independent, neutral arbitrator who has no relationship to Carrols or its management.

To start the arbitration process, Carrols or you may send a written request for arbitration and the filing fee to JAMS at 620 Eighth Avenue, 34th Floor, New York, New York 10018, or to any other JAMS location (which can be found at [www.jamsadr.com](http://www.jamsadr.com) or by calling JAMS at (800) 352-5267), by U.S. mail or reputable overnight delivery service. A copy of the request must also be sent to Legal Department, 968 James Street, Syracuse, New York 13217-6969 by U.S. mail, reputable overnight delivery service, or email at [crglegal@carrols.com](mailto:crglegal@carrols.com). The only cost to you for filing is the JAMS filing fee, and Carrols will reimburse you 50% of any JAMS filing fee once you provide proof of payment to Carrols by any method identified in the previous sentence.

JAMS will select a location for the arbitration, according to its Procedural Standards, that will be convenient for you. An arbitrator will be selected and govern the process, ultimately issuing a final and binding arbitration award.

As a part of MAP, you agree to file one arbitration that includes all of your Claims and joins all known Claims. Further, you also agree that any action you bring shall be individually on your own behalf and that you expressly waive the right to bring a Claim on a class or collective basis. The arbitrator shall not have the authority to form a class or proceed on a collective basis.

Exhibit A Continued  
Mandatory Arbitration Program

Under the MAP, Carrols and you agree to arbitrate any and all Claims that either party may have against the other party arising out of or relating to your employment with Carrols directly or indirectly, including but not limited to Claims relating or referring in any manner, directly or indirectly, to:

- Title VII of the Civil Rights Act of 1964 and similar state statutes; Federal Age Discrimination Employment Act and similar state statutes;
- Whistleblower provisions of state or federal law or state or federal regulations; Personal or emotional injury to you resulting from your employment, including claims that you bring personally but are based on injuries to other family members;
- Federal Fair Labor Standards Act or similar state statutes; Family and Medical Leave Act or similar state statutes; Americans with Disabilities Act or similar state statutes;
- Physical, mental and emotional injuries you believe are attributable to Carrols under theories of product liability, tort law, defamation, invasion of privacy, strict liability, intentional wrongdoing, gross negligence, negligence, or *respondeat superior*;
- Actions or omissions of third parties you attribute to Carrols;
- Employee Retirement Income Security Act tort claims brought pursuant to actual or alleged exceptions to the exclusive remedy provisions of state workers compensation laws;
- Federal and state antitrust law;
- Issues regarding benefits, insurance, bonuses or wages; Contracts between you and Carrols;
- Pensions
- Federal, state, local, or municipal regulations, ordinances, or orders;
- Any common law or statutory law issues relating to discrimination by sex, race, national origin, sexual orientation, family or marital status, disability, weight, dress, or religion; and
- Wrongful retaliation of any type, including retaliation related to workers compensation laws or employee injury benefit plan actionable at law or equity. Scheduling
- Issues relating to collection of personal or biometric information

Exhibit A Continued  
Mandatory Arbitration Program

- Privacy claims relating to actual or alleged release of personal or financial information (data breaches)
- Claims that relate to your employment but that you contend are outside the scope of your employment, beyond your job responsibilities, or occurred away from your usual workplace.

The MAP does not include claims you may have under workers compensation laws or an employee injury benefit plan.

The MAP extends to Claims against Carrols' officers, directors, members, managers, employees, present and future direct and indirect parent companies, present and future direct and indirect subsidiaries, present and future direct and indirect affiliates and their respective owners, officers, directors, members, managers, employees, attorneys and agents, as well as to any dispute you have with any other entity owned or operated by Carrols Corporation. Nothing in this Agreement precludes you from participating in proceedings to adjudicate unfair labor practice charges before the National Labor Relations Board, from filing a claim with the Equal Employment Opportunity Commission or any state and local human rights agencies, or from participating in any federal, state or local government agency investigation or administrative charge.

**EMPLOYEE ACKNOWLEDGEMENT**

By signing below, you acknowledge that you are agreeing to have Claims, as described above, finally decided in private arbitration and not in court, and that you are expressly waiving your right to a jury. You acknowledge that you have read and understand this agreement; that you have had an opportunity to ask questions regarding the agreement; and that any questions have been satisfactorily answered. You understand that this arbitration agreement does not enlarge or expand your exclusive remedies under either workers compensation law or an employee injury benefit plan and that such claims are not covered by this clause. You also agree you have been told that JAMS' rules for arbitration, JAMS' minimum standards for fairness in employment arbitration, and other information about JAMS are available at [www.jamsadr.com](http://www.jamsadr.com), by calling JAMS at (800) 352-5267, or upon request from a manager at the location where you work.

AGREED AND UNDERSTOOD

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

**CARROLS RESTAURANT GROUP, INC.**  
**Subsidiaries of the Registrant**

Name	State of Incorporation or Organization
Carrols Corporation	Delaware
Carrols LLC	Delaware
Carrols Holdco Inc.	Delaware
Republic Foods, Inc.	Maryland
New CFH, LLC	Delaware
Cambridge Franchise Real Estate, LLC	Delaware
Carolina Quality Properties, LLC	North Carolina
Carolina Quality, LLC	North Carolina
Alabama Quality, L.L.C.	Alabama
Louisiana Quality, LLC	Delaware
Mirabile Investment Corporation	Tennessee
Tennessee Quality, LLC	Delaware
LQ Real Estate, LLC	Delaware
TQ Real Estate, LLC	Delaware
Nashville Quality, LLC	Delaware
Cambridge Quality Chicken, LLC	Delaware
Frayser Holdings, LLC	Delaware
Frayser Quality, LLC	Delaware
Cambridge Southeastern Real Estate, LLC	Delaware
CFH Real Estate, LLC	Delaware
Cambridge Chicken Holdings, LLC	Delaware
Cambridge Real Estate Development, LLC	Delaware

**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We consent to the incorporation by reference in Registration Statement Nos. 333-213325, 333-179164, 333-143622, 333-254194, and 333-260117 on Form S-8 and Registration Statement Nos. 333-209085, 333-194377, and 333-184919 on Form S-3 of our reports dated March 10, 2022, relating to the consolidated financial statements of Carrols Restaurant Group, Inc. and subsidiaries (the “Company”) and the effectiveness of the Company’s internal control over financial reporting, appearing in this Annual Report on Form 10-K for the year ended January 2, 2022.

/s/ Deloitte & Touche LLP

Rochester, New York  
March 10, 2022

## CERTIFICATIONS

I, Daniel T. Accordino, certify that:

1. I have reviewed this annual report on Form 10-K of Carrols Restaurant Group, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter, that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 10, 2022

/s/ DANIEL T. ACCORDINO

Daniel T. Accordino  
Chief Executive Officer

## CERTIFICATIONS

I, Anthony E. Hull, certify that:

1. I have reviewed this annual report on Form 10-K of Carrols Restaurant Group, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter, that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 10, 2022

/s/ ANTHONY E. HULL

Anthony E. Hull  
Vice President, Chief Financial Officer and Treasurer

**CERTIFICATE PURSUANT TO**

**18 U.S.C. SECTION 1350,**

**AS ADOPTED PURSUANT TO**

**SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

The undersigned, Daniel T. Accordino, Chief Executive Officer of Carrols Restaurant Group, Inc. (the “Company”), hereby certifies, pursuant to 18 U.S.C. §1350, as adopted pursuant to §906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Company's Annual Report on Form 10-K for the period ended January 2, 2022, as filed with the Securities and Exchange Commission on the date hereof (the “Annual Report”), fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Annual Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ DANIEL T. ACCORDINO

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Daniel T. Accordino  
Chief Executive Officer

March 10, 2022

**CERTIFICATE PURSUANT TO**

**18 U.S.C. SECTION 1350,**

**AS ADOPTED PURSUANT TO**

**SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

The undersigned, Anthony E. Hull, Vice President, Chief Financial Officer and Treasurer of Carrols Restaurant Group, Inc. (the “Company”), hereby certifies, pursuant to 18 U.S.C. §1350, as adopted pursuant to §906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Company's Annual Report on Form 10-K for the period ended January 2, 2022, as filed with the Securities and Exchange Commission on the date hereof (the “Annual Report”), fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Annual Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ ANTHONY E. HULL

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Anthony E. Hull

Vice President, Chief Financial Officer and Treasurer

March 10, 2022