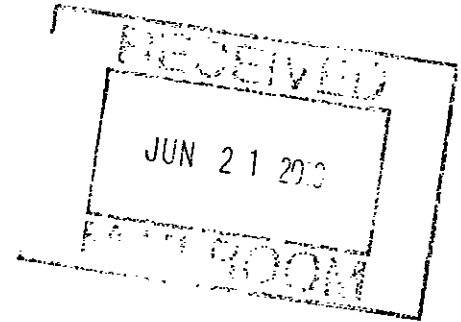


JUN 18 2010

Mr. Daniel Sexton
Franchise Examiner
Minnesota Department of Commerce
85 7th Place East, Suite 500
St. Paul, Minnesota 55101



Re: Cajun Operating Company ("Cajun")
File #: F-5731
Minnesota Franchises Law
Application for Franchise Registration

Dear Mr. Sexton:

As a follow-up to our letter dated June 14, 2010 in which we notified you that the Guarantee of Performance submitted with our June 1, 2010 franchise registration application was not effective, enclosed is a replacement Guarantee of Performance. Please now process Cajun's registration application.

Please call if you have any questions or comments. Otherwise, we would appreciate receiving notification of approval of franchise registration for Cajun.

Sincerely,

Marisa D. Faunce

Via FedEx
Enclosure
PK30151.1

Plave Koch PLC
12355 Sunrise Valley Drive, Suite 230
Reston, Virginia 20191-3492
United States of America

www.PlaveKoch.com

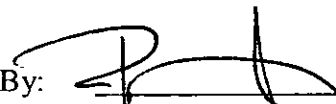
Marisa D. Faunce
MFaunce@PlaveKoch.com
direct phone 703.774.1214
direct fax 703.774.1201

GUARANTEE OF PERFORMANCE

For value received Church's Holding Corp., a Delaware corporation, located at One Maritime Plaza, 22nd Floor, San Francisco, California 94111 (the "Guarantor") absolutely and unconditionally guarantees to assume the duties and obligations of Cajun Operating Company, located at 980 Hammond Drive, N.E., Suite 1100, Atlanta, Georgia 30328-6161 (the "Franchisor"), under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its Franchise Disclosure Document issued May 24 2010, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time. This guarantee continues until all such obligations of the Franchisor under its franchise registrations and the Franchise Agreement are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, which ever occurs first. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.

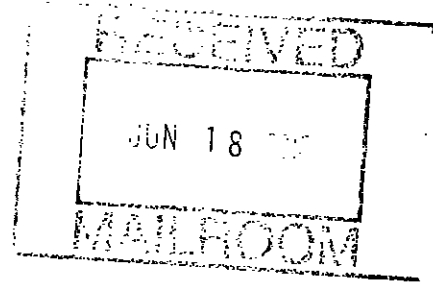
The Guarantor executes this guarantee at San Francisco, California, on the 24th day of May, 2010.

Guarantor: Church's Holding Corp.

By:  _____
Title: Vice President

JUN 14 2010

Mr. Daniel Sexton
Franchise Examiner
Minnesota Department of Commerce
85 7th Place East, Suite 500
St. Paul, Minnesota 55101



Re: Cajun Operating Company ("Cajun")
File #: F-5731
Minnesota Franchises Law
Application for Franchise Registration

Dear Mr. Sexton:

As a follow-up to our letter dated June 1, 2010 in which we filed a franchise registration application with your office for Cajun, please be advised that the Guarantee of Performance submitted with the Cajun FDD is not effective. Cajun has not offered or sold any franchises in Minnesota under this FDD. Please place Cajun's franchise registration application on hold. We will submit a replacement Guarantee of Performance as soon as possible.

Please call if you have any questions or comments.

Sincerely,

Marisa Faunce blc

Marisa D. Faunce

Via Fax and Regular Mail
PK 29986.1

Plave Koch PLC
12355 Sunrise Valley Drive, Suite 230
Reston, Virginia 20191-3492
United States of America

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